DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DIVISION OF CONCILIATION

August 18, 1915.

In re re-opening strike of Textile Workers, Fulton Bag and Cotton Co., Atlanta, Ga. John B. Colpoys and Robert M. McWade, Commissbners of Conciliation.

Memorandum for Secretary Wilson.

On or about July 8th, 1914, President Golden of the Textile Workers of America, requested the Department to send Conciliators to Atlanta, Ga. to look into the textile strike at the Fulton Bag and Cotton Co's plant atthat place. The Secretary appointed W. W. Husband and Herman Robinson, Commissioners of Conciliation and directed them to proceed to Atlanta on or about July 9th, 1914. After arrival in Atlanta the Commissioners had many conferences with the employers and representatives of the employes and on July 24th, 1914, submitted their final report. It appears they failed to bring about a satisfactory adjustment of the trouble, for the reason that Mr. Elsas the owner and Manager of the firm positively refused to consider any proposal which in any way had for its object an adjustment of the controversy. He stated at that time that such an adjustment was entirely unnecessary, as the mills were being satisfactorily operated with the present force. As the decision on the part of Mr. Elsas was particularly emphatic, the conciliators were withdrawn from the case.

On or about October 19th, 1914, President Golden, called at the Department and in the absence of the Secretary, had a conference with the Executive Clerk in charge of Conciliation work of the Department. He asked that conciliators be again sent to Atlanta, Ga., within a short time to make a further effort to settle the strike which was still in existence. The matter was referred to the Secretary, who on November, 11, 1914, appointed John B. Colpoys and Robert M. McWade, Commissioners of Conciliation, and directed them to proceed to Atlanta, Ga., for the purpose of bringing about a settlement of the strike if possible. Messrs. Colpoys and McWade immediately proceeded to Atlanta, Ga. and took charge of the case. After spending a number of months on the case, they have submitted their final report, which is herewith attached.

It appears from the report that the cause of the strike was due to the contract the employes were compelled to sign;fining system;Child labor, brutality of bosses of the mills and refusal of the Eslas Bros. to allow such employes to organize. When running on full time the mills employs 2,100 persons. At the outset 450 men, women and boys and girls struck.

According to the statements of General President Golden, the estimated cost of this strike amounted to $50,000; other labor sources place the cost at something like $75,000. What it cost the Fulton Bag and Cotton Company is problematical, but it is presumed that the sum is large, for it includes the considerable loss involved in the suspension of part of the mills and a big reduction in their output, the employment of skilled detectives and special officers, advertising for help, and other large expendi-

expenditures. The strike to a certain extent involved 2100 employes, but among that number were 100 negores, who participated in no way in the trouble, but were incidentally affected by its continuance. Leaders of the striker's committee claim that from 450 to over 500 came out on strike, and from May 19 to May 25, they claim that upwards of 850 workers male and female left the mills, among whom were about 100 who gave notice to the firm on May 18 of their intention to quit, so that they would not lose the weeks wages held by the firm under "contract system." When the commissioners interviewed Elsas he claimed he had all the help he needed and that so far as business conditions were concerned, it would be better for him and the other stockholders to close the mills altogether. He stated "I am now running on short time and I am contemplating a 40 hour schedule, for the real fact is that we are operating at this time merely to keep our working force intact". It was ascertained from Mrs. Sara Agatha Conboy, a representative organizer, who had temporary charge of the commissary, that during June, July and August they fed from 2,000 to 2,400 persons daily. The large sums spent on the Camp and its commissary were almost entirely raised by Labor, which listened to and generously answered the appeals sent out by President General Golden of the Textile Workersof America. The force of the appeals and personal addresses was materially strengthened and more closely brought home to the hearts of the good people of Atlanta by continuous spirited and explanatory addresses issued by the men and religion forward movement, all of which were printed in the advertising columns of the Atlanta Daily Newspapers. The Commissioners claim that Oscar Elsas, Owner of the mills, was not pleased with the kindly interest shown the helpless strikers, and stated that the reasons which prompted the Men and Religion Forward Movement to attack conditions at his mills was due to religious prejudice and racial hatred. He damned all the preachers and newspapers as a pack of meddling idiots. When the strikers were evicted from their houses, it is shown ~~many~~ casesof hardship were frequent. It is also shown that there were many cases of infantile paralaysis and tuberculosis among the striker's children due to the unsanitary condition of the mills and the shacks. (A copy of the contract the employes of the Elsas Mills were compeled to sign, is attached to this report). Mr. Elsas declaring that he had nothing to conciliate, said that he didn't care to discuss the contract which his firm entered into with its employes, but that under no circumstances would he consent either to alter or change it in any way, shape or form for the United States Government, Congress or any one else until it was declared illegal by the courts of Georgia. At one of the conferences with the Commissioners Elsas expressed a willingness to have his mills "unionized," but subsequently he promptly and emphatically retracted that understanding. It developed also that Elsas had in effect at his mills a system of "fines", and that under such system his employes were fined for small offenses or neglect of duty. For instance, employes were fined 25 cents for breaking window glass if found near where a glass was broken, notwithstanding the fact that in some cases they were not responsible for the breaking of the glass. It was also ascertained that Elsas' scale of wages did not compare favorably with the wages paid by other mills in the south, and that he employed any number of children in his millsof tender age. The commissioners made several investigations of the mills and frame houses occupied by the employes, such houses belonging to

the company, and found the sanitary conditions very bad indeed. (In this connection see report of Health Department).

The Commissioners assigned to this case have made a full and very complete report concerning the mills owners, the conditions at the mills, and the wages paid the employes, and also other matters of interest. The report shows clearly that they went thoroughly into all matters bearing on the case, and it is to be regretted that they were unable to effect a settlement of the trouble.

Noted
WBW

SUMMARY.

Strike of Employees of the Fulton Bag and Cotton Mills,

Atlanta, Ga.,

Duration:--Strike began on May 2o, I9I4, and, according to the statements, official and otherwise, of Mr John Golden, General President, and of the Executive Council of the International Union of Textile Workers of America, "is still on, and will remain so, until the demands of the Local Union, 886, and of the International Union are complied with, or granted by the Fulton Bag and Cotton Mills' Company, or its executive officers."

Causes:--Contract and Fining Systems; Child Labor and Exploitation; Brutality of the Bosses of the Mills; Refusal of President Oscar Elsas of the Fulton Bag and Cotton Mills' Company to allow the employees of the mills to unionize or organize as a local union of the International Union of Textile Workers of America.

Strikers:--At the outset upwards of 450 men and women, and boys and girls struck. It is claimed that few, if any, of them have returned to work in the mills, which are now working full-time, and full-handed. During full time 2,I00 hands are employed.

Fulton Bag &Cotton Mills, Inc. I889. Capital, $600,000, Property valued at over $I0,000,000. Oscar Elsas, Pres.; Louis J. Elsas, Sec.; Aug. Denk, Treas.; Gen. Counsel. Ben. Phillips; G.A. Johnstone Agt. Sheetings, Cotton Bagging, Tarpaulins, Cotton, Linen, Flax, Jute, Hemp and Sisal Twines and Cordage, Cotton Crash and Duck. 2,500 looms. I00,000 Ring Sp. Dye. 20 Boilers. Electric Power. Employ 2,I00 hands, white and colored. Sell direct and at 236 Spring St, New York; St Louis, Dallas, and New Orleans. New mills at Williamsburg, N.Y.,

Robert M. McWade.
John S. Colpoys.
U.S. Commissioners of Conciliation.

Washington, D.C., July 21, 1915.

In re Strike of Employees of the Fulton Bag & Cotton Mills, Atlanta, Georgia.

Hon. William B. Wilson,
Secretary,
Department of Labor.

Esteemed Sir:--

Supplementing, and, in a large measure, recapitulating our previous official reports regarding the still-existing strike ~~of~~ at the Fulton Bag and Cotton Mills, Atlanta, Ga., we have the honor to report finally as follows:--

This strike began on May 20th, 1914, when a number of the employees, after protesting against the discharge of some of their co-workers for alleged membership in a recently organized local union, Known as Local Union 886 of the International Union of Textile Workers of America, announced that they had "struck" and would remain "on strike" until the mill-owners recognized their union and agreed to eliminate several abuses.

The strikers claimed "the right to organize", and among other things demanded "the elimination of Child Labor and its Exploitation, of a one-sided Contract System, of a capricious and unjust Fining System, and of the odious and tyrannical Brutality of the Mill Bosses." In these demands they were heartily supported from the outset by Mr John Golden, General President of their International Union and its Emergency and Executive Boards, by the officials and associated bodies comprising the Georgia Federation of Labor -- one of the most representative and progressive organizations in the Sunny Southland--by the Ministers of the Gospel of all ~~religious~~ denominations in Atlanta and its immediate vicinity, ~~by~~ and also by The Men and Religion Forward Movement, composed of leading clerical and lay citizens, business and professional, of the City of Atlanta.

On the other hand, the mill-owners at first did not deny the "right to organize" intimating that their electricians and mechanics were organized, but, later on, seeing that union organization really meant in the immediate future the wiping out of all of the so-called abuses complained of by their employees, flatly asserted their unqualified opposition to such organization. Through their representative officer, Mr Oscar Elsas, they claimed that they were paying the highest wages in the South for "this class of work" and declared that they could prove the truth of their contention by extracts from their books and pay-rolls. He claimed, in addition, that the welfare of their employees was eternally in the minds of the members of the firm, that its entire plant was modern in all respects and was amply and admirably equipped with new machinery and all of the latest improvements, including costly and ingenious methods of ventilation for keeping the various mills cool in the heated months of the Southern summer and for maintaining a comfortable warmth during the winter.

Of his own accord, Mr Oscar Elsas furnished your Commissioners with a memorandum, marked Exhibit A. which gives in detail the claims and arguments of his firm. This memo. was placed in our hands immediately after one of our frequent conferences with him, at almost all of which Mr Johnstone(a Canadian), the General Manager or Superintendent of the mills, was invariably a witness and at times an active participant. Appended to this memo. are quit, call, emergency, and withdrawal slips or notices, and receipts, used by the firm in its transactions with its employees. They are marked Exhibits A.I. A 2. A 3. and A 4. It is proper to state, at this point, that our subsequent and other investigations satisfied us that in nearly all instances, those claims were not entirely borne out by the facts, and that his arguments were misleading. They will be taken up in turn, later on, and their discrepancies noted.

According to the statements of General President Golden of the International Union ," the estimated cost of this strike is about $50,000;xxx it was never declared off,and but few of our people ever returned to the mills." Other labor sources place the cost at "something like $75,000;".What it cost the Fulton Bag and Cotton Mills is problematical,but the sum must be large for it includes the considerable loss involved in the suspension of part of the xx mills and a big reduction in their output, the employment of skilled detectives and special "officers",advertising for help in the newspapers of Georgia and nearby States,and the expenditure of mon -ey for the railroad and other transportation of weavers and other employees.

The strike,to a certain extent,involved 2,I00 employees;but among that number are I00 and more negroes,who participated in no way in the trouble.but were incidentally affected by its continuance. The statements of those directly concerned in it vary regarding the strength developed by the strikers.According to General President Golden:" on the first day of the strike,or rather on the morn -ing when the strike took place,about 200 came out.At noon of that day several hundreds more came out.In less than one week 92 per cent of the workers were out." L eaders of the Strikers' Committee place the figures at from 450 to over 500;and from May I9 to May 25,they claim that upwards of 850 workers,male and female,left the mills,among them being about I00 or a little over that number who "gave notice" to the firm on May I8 of their intention to quit so that they would not lose the week's wages held by the firm under the contract system .It should be remembered,however,that this strike occurred at a period of depression in the trade or business of these mills,which manufacture cotton goods,bags,tents,etc., and that about this time only about I400 or I500 hands are usually employed by it.When your Commissioners were detailed to confer with

According to the statements of General President Golden of the International Union ," the estimated cost of this strike is about $50,000;xxx it was never declared off,and but few of our people ever returned to the mills." Other labor sources place the cost at "something like $75,000;".What it cost the Fulton Bag and Cotton Mills is problematical,but the sum must be large for it includes the considerable loss involved in the suspension of part of the xx mills and a big reduction in their output, the employment of skilled detectives and special "officers",advertising for help in the newspapers of Georgia and nearby States,and the expenditure of mon -ey for the railroad and other transportation of weavers and other employees.

The strike,to a certain extent,involved 2,I00 employees;but among that number are I00 and more negroes,who participated in no way in the trouble.but were incidentally affected by its continuance. The statements of those directly concerned in it vary regarding the strength developed by the strikers.According to General President Golden:" on the first day of the strike,or rather on the morn -ing when the strike took place,about 200 came out.At noon of that day several hundreds more came out.In less than one week 92 per cent of the workers were out." L eaders of the Strikers' Committee place the figures at from 450 to over 500;and from May I9 to May 25,they claim that upwards of 850 workers,male and female,left the mills,among them being about I00 or a little over that number who "gave notice" to the firm on May I8 of their intention to quit so that they would not lose the week's wages held by the firm under the contract system .It should be remembered,however,that this strike occurred at a period of depression in the trade or business of these mills,which manufacture cotton goods,bags,tents,etc., and that about this time only about I400 or I500 hands are usually employed by it.When your Commissioners were detailed to confer with

the Fulton Bag and Cotton Mills Company, Mr Oscar Elsas, its president, assured us that "he had all of the help he needed, and so far as business conditions were concerned, it would be better for him and the other stockholders to close the mills altogether!" "I am now running on short time," he added," and I am contemplating a 40-hour schedule, for the real fact is that we are operating at this time merely to keep our working force intact."

Some time prior to our entrance into this case, the International Union, with the cordial and active assistance of the Atlanta Central Labor Union and its affiliated bodies, had established a large camp in an attractive suburb of Atlanta, on an elevated site at East Fair Street, where were sheltered about I20 families, who had been evicted from their homes by the firm for participation in the strike, and there, too, were sheltered and fed and clothed several hundred single men and women strikers. The task of feeding, clothing and giving needed medical attendance to at times over 2,000 men, women, and children, was a big one, but, apparently, the International Union, as well as the local federated organizations felt it to be their duty, to assume it, for experience had shown them that these strikers owing to the miserably small wages they received were rarely ever more than 24 hours from starvation. Your commissioners were informed by Mrs Sara Agatha Conboy, a representative Organizer of the International Union, who had temporary charge of the Commissary, that," during June, July, and August we fed from 2,000 to 2,400 people daily." The Camp and also the Commissary were closed by Mr Thomas B Reagan, the General Organizer of the International Union, on May I5, I9I5, when he also paid the railroad and other transportation of the remaining strikers to their respective homes or places where employment had been secured for them.

The rather loose and reprehensible methods of conducting the Camp and the Commissary in the early stages of the strike

reflect high discredit on those who were in charge of those enterprises, for, outside of profligate expenditures, they were and are openly accused of gross immorality and undoubted unfaithfulness to the trust reposed in them. The result was that many of the leading and most responsible citizens of Atlanta, who had espoused the cause of the strikers, were disgusted, and not a few of them refused to have anything more to do with the situation. Through the energy and persistent pluck of General Organizer Reagan, conditions were changed; but, he had arrived on the scene too late to counteract the evil done by several of his predecessors, especially, Charles Miles, the man who had first been placed at the head of the management of the Camp and its affairs.. True, the policing and sanitation of the Camp were fairly well looked after, as is shown by the Rules of the Camp. which are herewith appended, marked Exhibit B. But, they were "only a circumstance" in comparison with the magnitude of the misconduct and worse of the persons to whom I refer.

The large sums spent in carrying on the Camp and its Commissary were almost entirely raised by Labor, which listened to and generously answered the appeals sent out by President-General Golden and other labor officials, notably by the American Federation of Labor. Those appeals, copies of which accompany this report, marked Exhibit C. were supplemented by personal addresses to labor and other organizations by General Organizer, Thomas Reagan and Organizer Sara A. Conboy.

The force of these appeals and personal addresses was materially strengthened and more closely brought home to the hearts of the good people of Atlanta by continuous spirited and explanatory addresses issued by the Men and Religion Forward Movement, all of which were printed in the advertising columns of Atlanta's daily newspapers, and paid for by the gentlemen comprising that splendid association of citizens devoted to the welfare and uplift of the people. The Executive Committee of that body is composed of the Hon.

John J.Eagan, Chairman; Marion M.Jackson, a leading member of the Bar of Georgia, Vice-Chairman; Rev.W.C.Schaeffer, Secretary; Rev.John E. White; Rev.C.B.Wilmer; Rev.Dunbar H.Ogden; Rev.W.P. Lovejoy; Rev.L.G. Bricker; J.C.Logan; Phillip Weltner; J.K.Orr; W.W.Orr; Walker Dunson; H.A.Etheridge; J.W.Patterson; H.Y.McCord; J.P.Jackson. This committee reports monthly to the Evangelical Ministers' Association. We append copies of this committee's public-spirited addresses, marked Exhibit D. and, in this connection, desire to note our profound appreciation of the consistently courteous and earnest efforts of Chairman John J.Eagan, and Vice-Chairman Marion M.Jackson to aid your Commissioners in bringing to an amicable close this unhappy and unfortunate disturbance of industrial conditions.

It was, also, at the request of this progressive body of citizens, banded together for the moral and material uplift of their people, that your Commissioners were assigned to this task. Prior to our arrival upon the scene, they had made energetic but fruitless endeavors to induce Mr Oscar Elsas to arbitrate the trouble between his employees and himself. With a view to the satisfactory settlement of the affair, they submitted to Mr Elsas the suggestion or plan that: "The Fulton Bag and Cotton Mills Company select two representatives of unimpeachable reputation for fairness, and these two to select a third party, and this committee be empowered to make a thorough investigation of the whole trouble and suggest a common and satisfactory ground of agreement." The Men and Religion Forward Movement went a step further in its desire to have the matter settled, for they also at the same time proposed that Rabbi Marks, of the Synagogue where the Elsas family worship, and the Rev.Mr Wilmer, an Episcopal clergyman, be selected as the first two members of the suggested committee of arbitration. But Mr Oscar Elsas did not even answer their courteous suggestion, and whilst discussing it with your Commissioners was not at all com

-plimentary in his remarks concerning either the preachers or the laity connected with the Movement.He declared that " the reasons which prompted the Men and Religion Forward Movement to attack conditions at my mills are religious prejudice and racial hatred. All of the mill-owners," he continued" are against me for the same reason." He "damned all the preachers and the newspapers as a pack of meddling idiots."

It appeared somewhat remarkable that "all of the mill-own-ers were against him" for racial and other reasons,since ,to our own knowledge, the Crystal Springs Bleachery,at Chickamauga ,which as are which manufactures the same sort of goods made by the Fulton Bag and Cotton Mills, cordially granted his request to lend him some of its excellent weavers ,during the strike. Neither could he deny that the Massachusetts Mills of Lindale,Ga., also rendered him the same much-needed help in his hour of extreme difficulty. Other xx mills joined in the same fraternal spirit of helping him out, and if they were inspired to do so by "religious prejudices and racial hatred" they took a queer way of " showing their teeth."

On the other hand,Mr Allen F.Johnston,president of the Exposition Cotton Mills,of Atlanta,Ga.,employing over 950 hands,was not a bit backward in stating that,although Mr Elsas was helped by other mill-owners there was no prejudice whatever against the Elsas family anywhere that he observed."It must be remembered,however," said he," that his workpeople are not of the same class employed here and elsewhere,for we would not have that sort.They are largely discards,whom nobody else would employ.Maybe that's a reason why Elsas has to use the obnoxious contract system,so as to compel them to stay at work."

" Have you and such contract system in use in your mills? " asked your Commissioners.

"No,indeed," he laughingly replied." I would not have it here,and in all the South I do not know of any other mill or mills than the Fulton Bag and Cotton Mills that have a contract with their

employees.Personally,I don't see any essentially business reason for having a contract with my employees.It is my experience that competent mill help can be procured and retained by good treatment."

"If that's so,possibly you don't have any such fining system in use as is reported to obtain in the Fulton Bag and Cotton Mills?"

"We look with disfavor upon fining in the Exposition Mills,for we have found that those who require to be eternally fined either for bad work or some other cause make the worst kind of help.Consequently,there is mighty little fining going on here;but,mind I don't say that we do not impose a fine,once in a while.Sometimes,it is really necessary to do it;but you may judge for yourselves how much we fine here,when I assure you that the total amount of fines in the Exposition Mills for spoiling work,etc., last year,footed up $96.35.Another thing,you can contrast our workpeople with those of the Fulton Bag and Cotton Mills,when I tell you that of the large number of hands we employ less than 200 have been here less than one year,whilst of the others quite a big lot have been with us for I5 and 25 years.In fact, some of them have been working in this mill for a period of 40 years."

The mention of "discards" in connection with some of the former employees of the Fulton Bag and Cotton Mills recals the fact that a majority of them were illiterate,and,according to Dr.Baldwin,the mills' physician, immorality prevails among them to a lamentable extent.Every woman and girl chews either snuff or tobacco,preferably the former,and some of their children of six years and upwards are addicted to the same habit. Their chief food is corn pone and fat pork,with a little apple "sass" now and then. They call the pork "meat" but,strange to say,do not appear to care for either beef or mutton.General Organizer Reagan relates that when he tried to induce them to use good,fresh beef at the Commissary,they declined to take more "rations"of beef,"because it didn't agree with them."

That they were and are law-abiding,is evidenced by the remark of those who observed their actions during the progress of the

strike."The impression created on the minds of the members of the Men and Religion Forward Movement,to most of whom it came as their first experience in a strike," said the Hon. Marion M.Jackson,its Vice-Chairman,"was that all of the strikers behaved themselves with a wonderful reserve in view of the provocation they received." Instances of violence at their hands were isolated. Although brutality marked the evictions of the male and female strikers and their families from the shacks,so-called "Company Houses," for which they paid a rental of about $I for each room a week,it is noteworthy that not a blow was struck and that the negro evictors,aided by Dr.Baldwin and a deputy, performed their heartless work unmolested. The accompanying bunch of photographs taken during and subsequent to the evistions tell their own story and are,in their way,silent witnesses of the law-abiding conduct of the evicted. "Photo Exhibits" — so marked.

Cases of hardship were frequent during those evictions. In one instance,even the policeman on duty refused to countenance the attempts of the negro evictors to throw out of her "home" an I8-years' old girl,who had just given birth to a babe.A day or so later, however,she was evicted;her baby died. Other photos show child laborers,scenes of peaceful picketing on the part of the strikers, a street parade,mounted policemen superintending an eviction, male and female mill workers imprisoned behind a blockade to prevent their joining the strikers,removing evicted strikers to their new "homes at the Camp,known as "the Textile Workers' Hotel;"strikers coming from the Commissary;evicted boys guarding their furniture and other belongings tossed into the street;Fulton Bag and Cotton Mills;victims of infantile paralysis and tuberculosis caused by unsanitary conditions at the mills and in their unwholesome shacks;strikers and their little ones gathering at the mess tent for dinner;groups of children and others in various sections of the Camp;etc.,

THE OBNOXIOUS CONTRACT.

Mr Oscar Elsas upholds the contract system in use in his mills,

which, as a condition precedent to securing employment in the Fulton Bag and Cotton Mills, every operative must sign. In the cases of minors the contracts are signed both by the minors and their parents or guardians. In the cases of illiterate persons, the contracts are read to them, and are signed in the presence of witnesses with a X. He says very frankly, that "the essential feature of this contract is to demand of the employees one week's notice of intention to quit, and the penalty, if they fail to do this, is that they forfeit one week's time."

Declaring to your Commissioners that "he had nothing to arbitrate, or to comciliate," Mr Oscar Elsas said that he didn't care to discuss the contract which his firmentered into with each employee, but that, under no circumstances would he consent either to alter or to change it in any way, shape, or form for the United States Government, Congress, or anyone else--until it was declared illegal by the Courts of Georgia." I have made up my mind on that subject, and I will not change that contract system until Hell freezes over. I would sooner shut down these mills and keep them so until moss and any other kind of vegetation would grow over their windows than agree to change my attitude upon that question."

"But if the Courts decide, as I feel that they may do, that such contracts are illegal, what will you do then? Don't you recognize its one-sided and unjust character?"

"Just or unjust, it suits me," he replied heatedly. "If the Courts decide, as you hint that they may, that it is illegal, we will sell out our interests at 50 cents on the dollar rather than operate without a contract."

Reminded that at one stage of the conferences with your Commissioners, he had intimated a willingness to have his mills unionized, he promptly and emphatically retracted that "understanding," for he felt that, in such an event, organized labor would in some way or other, compel him to abandon the questionable contract system. He said that if

it had not been for this contract he was certain that most of his help would have quit and gone out on strike with the others on May 2o, 1914."

"There was no other way which would have compelled them to stay at work than the strict terms of that contract, for they knew that if they quit work they would forfeit their whole week's pay. I know that."

Now," he added," that settles that proposition. I won't change that contract for anybody. I don't give a Damn for any Congressional investigations. The Southern Democrats won't dare to vote for an investigation of conditions in Southern cotton mills, especially in mine or any other as they know what they are up against."

QUESTION OF ILLEGALITY OF THE CONTRACTS.

Chairman Eagan and Vice-Chairman Jackson of the Men and Forward Religion Movement, the latter an eminent lawyer, felt that the one-sided contracts, through the enforcement of which it is charged by former employees of the Fulton Bag and Cotton Mills, many thousands of dollars have been unjustly withheld by that firm, and they consulted a leading corporation lawyer upon the subject. His opinion thereon is herewith quoted, and reads as follows:

(Here insert opinion, pages marked I2, I3, I4, I5, and I6.)

~~Atlanta, Georgia~~

~~Dear Mr. Began~~:

FULTON BAG AND COTTON MILL CO'S. CONTRACT.

cc

I have before me copy of paper called "Contract for Employment, No. A-31", purporting to be the form of Employment Contract used by the Fulton Bag and Cotton Mills.

The consideration of this contract is employment. The Fulton Bag and Cotton Mills does not bind itself to employ the employee for any length of time, nor does it agree to pay any fixed consideration for the employment. The wages are to be agreed upon from time to time. It is expressly agreed that the employment may not be constant. The employee agrees not to quit without giving the employer one weeks notice.

In as much as there is no contract to employ, in so far as the employer is concerned, that is, there is no obligation to employ for a fixed time on the part of the employer, the obligation on the part of the employee to give certain notice is without mutuality and therefore void.

Notwithstanding the lack of mutuality in this contract, it appears to be held that an employer, as a reasonable rule and regulation, may require a certain notice of the employee before leaving. (See Gleason vs. Fulton Bag and Cotton Mills, 5 Georgia Appeals, 420, and Willis v. Muscogee Mfg. Co.. 120th Ga. 597).

The contract requires the employer to pay for such services as are actually rendered by the employee. It is not required to pay for loss of time arising from accident, disability or other cause. The Company may discharge the employee whenever it desires to do so.

The obligation on the part of the employer to pay for only such service as is actually rendered by employee is valid, but that does not take away from the employee the right of action in tort which he has against the employer because of loss of time arising from negligence. For instance, if the employee is injured by negligence on the part of the employer, he cannot recover any contract against the employer for loss of time, but he can recover against the employer in tort for the value of the injury inflicted upon him by the employer's negligence. The elements of recovery will than be loss of time, physician's bill, drug bill, nurse's care, and if the injury be permanent, then the extent to which the injury permanently disables the plaintiff is to be measured; and then comes the element of pain and suffering. Against this there can be no contract.

Code Section 3132 is as follows:

"Contracts exempting master for liability for his negligence, void. --- All contracts between master and servant, made in consideration of employment, whereby the master is exempted from liability to the servant arising from the negligence of the master or his servant, as such liability is now fixed by law, shall be null and void as against public policy."

This was enacted in 1895. (See Georgia laws 1895, Page 97).

My understanding of the history of this statute is that it arose out of the decision of the Supreme Court in the case of the Fulton Bag and Cotton Mills, 89 Georgia, 318. The head notes of that opinion are appended hereto. It is my understanding that the Code Section referred to was passed to overcome this decision.

The agreement by which the employee undertakes to make good to the employer any injury to its machinery or property which may be caused by the employee's negligence, is no doubt valid, because the employee owes the employer a duty of diligence, and that is the use of ordinary care.

The paragraph in the contract which undertakes to make five days pay liquidated damages in the event the employee should quit without notice, has apparently been upheld in Gleason v. Fulton Bag and Cotton Mills, 5th Georgia Appeals, 420, decided in January 1909. That case says:

"The Contract by which the employer was to retain one week's wages was not an agreement for the forfeiture, but was for liquidated damages. Such contracts are reasonable and enforceable."

It does not appear from the report of this case that the point was made that there was no mutuality in the contract, that is, that there was no obligation to give employment for any length of time or at any rate of wages. I doubt very much if the Gleason case should be held to be conclusive of the right of the employer to take as liquidated damages the five day's pay.

It appears to be determined that the employer has the right, as a reasonable rule and regulation, to require of the employee certain notice ~~xxxxxxxxxxxxxxxx~~ before quitting; and if the employee quits without giving that notice, he is liable for damages, certainly for nominal damages, and the employee and the employer can, under law, contract that a reasonable amount of wages should be taken as liquidated damages; but this contemplates the existence of a legal contract wherein there is mutuality. However, the right to recover at least nominal damages does not depend upon the existence of the contract, but rather upon a reasonable rule and regulation.

If the employee should sue the mill for the monies withheld, the Mill can set up the failure on the part of the employee to observe the regulations held to be reasonable, and it would then be entitled to at least nominal damages against the employee, which would probably be sufficient to cover the five days pay.

That part of the contract which requires the employee, if a tenant, to vacate without further notice upon termination of employment, is probably valid.

That part which allows for two days time for counting piece work is valid.

The only case where I have been able to find where the Fulton Bag and Cotton Mills has had litigation over this relation is the Gleason case above referred to.

~~Yours very truly,~~

~~R. O. & P. H. ALSTON.~~

THE FULTON BAG & COTTON MILLS,
hereinafter called Company of the first part, and.....
of the second part agree as follows:

(1) In consideration of the promises and agreements hereinafter made by the party of the second part, the Company hereby employs him (her) either as a cotton mill hand, in either spinning, weaving or carding departments, or as a hand in bleachery or any other department of said Company is to pay for such services as are actually rendered by said employee and is not to pay for lost time arising from accident, disability or any other cause. The Company may discharge him (her) whenever it shall become unwilling to retain him (her).

(2) In consideration of said employment, and as it is agreed that it causes the Company loss for an operative or employee to quit its services without giving notice, and also causes a breach of discipline, party of the second part agrees to give the Company one week's notice in writing to his (her) intention to quit before he (she) shall leave the services of the Company, and agrees to continue to work during the full period of said notice. Said employee shall not have the right to furnish a substitute to work said one week's notice, but shall perform the same personally. Said employee agrees to make good to the Company any injury to its machinery or property which may be caused by said employee's negligence. Said employee states that he (she) is ..... years of age.

(3) It is further agreed that this contract shall remain in force between the parties upon any subsequent employment of said party of the second party, it being the intention that this agreement shall be binding between the parties whenever the relationship of employer or employee exists between them at any time whatsoever.

(4) The Company agrees to pay wages at such rate and at such time as may be agreed upon, from time to time. But it is mutually agreed that the employment may not be constant.

(5) It is distinctly understood that the wages for one week (a week being construed to mean not less than wages for five days) are to be always held by the Company, and said wages are not to become due and payable at all, and the same is hereby agreed upon as liquidated damages, if said employee should quit said services without giving the one week's notice above mentioned.

(6) When the employment is terminated, the employee, if a tenant, agrees at once to vacate without further notice, and any wages due the employee may be held by the Company to cover any rent or damage done.

(7) It is also agreed that claims for shortage in pay envelopes will not be recognized by this Company, unless such envelope is opened at the time it is received, and amount counted in the presence of the party delivering the envelope.

(8) It is also agreed that any sum which may be due an employee on piece work, on being discharged, shall be payable to the Company after a reasonable length of time (not exceeding two days), in order to count or inspect the stock.

This contract shall only be altered by agreement in writing, nor shall any custom vary the same or any party thereof."

Age.....years. FULTON BAG & COTTON MILLS (L.S.)

By.....(L.S.)

Witness. .....(L.S.)

.....

.....

1230. GLEATON V. FULTON BAG & COTTON MILLS.

A contract between employer and employee that the latter will not quit without giving a week's notice, and that if he does quit without giving a week's notice the employer shall retain a week's wages as liquidated damages, is reasonable and enforceable.

Certiorari, from Fulton Superior Court - Judge Ellis- May 18, 1908.

Argued July 16, 1908 - Decided January 7, 1909.

T. J. Ripley for Plaintiff.
Slaton & Phillips, Virlyn B. Moore, for defendant.

Powell, J. The plaintiff sued for a week's wages earned by him in the employment of the defendant. He seeks here to review a judgment in the lower court in favor of the defendant. He had agreed, in the contract of employment, that he would not quit work without giving his employer one week's notice of his intention to do so; and that if he did quit without notice his employer should retain one week's wages as liquidated damages. He worked throughout the week, but on Sunday was arrested, and as he naively expresses it in his testimony, did not regain his liberty until more than two months later. As to whether he was innocent or quilty of the offense for which he was arrested, as to whether he was acquitted or convicted, there is in his testimony a silence pregnant with an admission; for a party's own testimony, if equivocal or uncertain, is taken most strongly against him. The contract by which the employer was to retain one week's wages was not an agreement for a forfeiture, but was for liquidated damages. Such contracts are reasonable and enforceable. Willis v. Muscogee Mfg. Co., 120 Ga. 597 (48 S.E. 177). See also Ga. Pac. Ry. Co. v. Dooley, 86 Ga. 298 (12 S.E. 293, 12 L. R. A. 342), and cases cited; Harmon v. Salmon Falls Mfg. Co., 35 Me. 447 (58 Amer. Dec. 718, and notes); Timberlake v. Thayer, 71 Miss. 279 (14 So. 446, 24 L. R. A. 231, and notes). The servant here showed no sufficient excuse for his non-performance of his contract. Even if his arrest for an offense of which he was not guilty would have operated to relieve him from his agreement not to quit without notice, he did not make it appear that he was improperly accused and arrested in the present case. It did appear that he had broken his contract.

JUDGMENT AFFIRMED.

Russell, J. I concur only because prima facie the plaintiff violated his contract. Thereupon the burden was upon him to show that his absence and consequent failure to give the notice was without fault upon his part and this burden he failed to carry.

18

DEPARTMENT OF LABOR
OFFICE OF THE SOLICITOR
WASHINGTON

12-40 January 4, 1915.

IN RE validity of the "Employment Contract" used by the Fulton Bag and Cotton Mills, of Atlanta, Georgia.

The paragraphs or conditions of the contract are numbered for the convenience of this discussion. The contract is as follows:

"THE FULTON BAG & COTTON MILLS,
hereinafter called Company of the first part, and .....
of the second part agree as follows:

(1) In consideration of the promises and agreements hereinafter made by the party of the second part, the Company hereby employs him (her) either as a cotton mill hand, in either spinning, weaving or carding departments, or as a hand in bleachery or any other department of said Company is to pay for such services as are actually rendered by said employee and is not to pay for lost time arising from accident, disability or any other cause. The Company may discharge him (her) whenever it shall become unwilling to retain him (her).

(2) In consideration of said employment, and as it is agreed that it causes the Company loss for an operative or employee to quit its services without giving notice, and also causes a breach of discipline, party of the second part agrees to give the Company one week's notice in writing to his (her) intention to quit before he (she) shall leave the services of the Company, and agrees to continue to work during the full period of said notice. Said employee shall not have the right to furnish a substitute to work said one week's notice, but shall perform the same personally. Said employee agrees to make good to the Company any injury to its machinery or property which may be caused by said employee's negligence. Said employee states that he (she) is ..... years of age.

(3) It is further agreed that this contract shall remain in force between the parties upon any subsequent employment of said party of the second party, it being the intention that this agreement shall be binding between the parties whenever the relationship of employer or employee exists between them at any time whatsoever.

19

(4) The Company agrees to pay wages at such rate and at such time as may be agreed upon, from time to time. But it is mutually agreed that the employment may not be constant.

(5) It is distinctly understood that the wages for one week (a week being construed to mean not less than wages for five days) are to be always held by the Company, and said wages are not to become due and payable at all, and the same is hereby agreed upon as liquidated damages, if said employee should quit said services without giving the one week's notice above mentioned.

(6) When the employment is terminated, the employee, if a tenant, agrees at once to vacate without further notice, and any wages due the employee may be held by the Company to cover any rent or damage done.

(7) It is also agreed that claims for shortage in pay envelopes will not be recognized by this Company, unless such envelope is opened at the time it is received, and amount counted in the presence of the party delivering the envelope.

(8) It is also agreed that any sum which may be due an employee on piece work, on being discharged, shall be payable by the Company after a reasonable length of time (not exceeding two days), in order to count or inspect the stock.

This contract shall only be altered by agreement in writing, nor shall any custom vary the same or any part thereof."

(1) The consideration of the contract is employment, which is a sufficient legal consideration. The employment is not for any specified period, and may be terminated at any time by the Company, but a contract of hiring is not incapable of enforcement on the ground of indefiniteness, merely because the precise number of days, months, or years that the service is to continue is not specified. (McMullen v. Dickinson Co., 63 Minn., 405; Pennsylvania Co. v. Dolon, 6 Ind. App., 51). The contract will be construed as a hiring for an indefinite time, and therefore determinable at the will of either party. (Harrington v. Kansas City Cable R. Co., 60 Mo. App., 223) Unless, of course, the parties expressly stipulate differently, I see no legal objection to this provision.

The stipulation that the company is not to pay for lost time srising from accident, disability, or any other cause, is valid, but it does not take away from the employee the right of action in tort which he has against the employer because of loss of time arising from negligence. Against this there can be no contract. Section 3132 of the Code of Georgia provides as follows:

> "Contracts exempting master for liability for his negligence, void. All contracts between master and servant, made in consideration of employment, whereby the master is exempted from liability to the servant arising from the negligence of the master or his servant, as such liability is now fixed by law, shall be null and void as against public policy."

(2) The stipulation in this paragraph requiring the employee to give one week's notice in writing of his intention to quit before he shall leave the services of the company, and to work during the full period of said notice, in my judgment, is void for want of mutuality, i. e., there is no corresponding obligation on the part of the company. It imposes no obligation on the company whatever to give the employee notice of his dismissal; in fact, it is expressly stated in paragraph one of the contract that he may be discharged whenever the company is unwilling to retain him. There is no mutuality, and, therefore, no consideration, both of which are essential to a contract. (Tilly v. County of Cook, 103 U. S., 155). It is an inexorable rule that one party to a contract cannot be bound unless the other be also. (Patrick v. Bauman, 149 U. S., 411; Dorsey v. Packwood, 12 How., 126.) This appears to be the uniform rule among the Federal Courts, and in some of

the State Courts. In a very recent decision the District Court for the Western District of Michigan held that a provision in a contract employing a baseball player for the season of 1913, and obligating him to contract to render similar services for the employer during the year 1914, while the employer was entitled to terminate the contract at any time on ten days' notice, was void for want of mutuality. The contract in that case provided that 75% of the compensation was for services rendered and 25% for and in consideration of the player's covenant and sanction to the reservation of his services for the season of 1914, unless he was released before its termination in accordance with the provisions of said contract. The contract further provided that the employer might, at any time prior to the completion of the period of the contract, by giving the player ten days' written notice to end and determine all its liabilities and obligations under the contract. The Court, in an opinion dated April 10, 1914, said:

> "The leading authorities, with possibly one exception, are agreed that executory contracts of this nature can neither be enforced in equity nor form the basis of an action at law to recover damages for their breach. The reasons for the decisions are that such contracts are lacking in the necessary qualities of definiteness, certainty, and mutuality. The 1913 contract between these defendants, relative to the reservation of the defendant Killefer for the season of 1914, is lacking in all of these essential elements. It is wholly uncertain and indefinite with respect to salary and also with respect to terms and conditions of the proposed employment. It is nothing more than a contract to enter into a contract, in the future, if the parties can then agree to contract. Although it is founded upon sufficient consideration, it lacks mutuality, because the Philadelphia Club may terminate it at any time upon 10 days' notice while the other party has no such

option and is bound during the entire contract period. A contract exists, but, if broken by either party, the other is remediless, because the courts are helpless either to enforce its performance or to award damages for its breach. Metropolitan Exhibition Co. v. Ewing, 42 Fed., 198, 7 L. R. A. 381; Brooklyn Baseball Club v. McGuire (C. C.) 116 Fed., 782; Metropolitan Exhibition Co. v. Ward, 9 N. Y. Supp., 779; Arena Athletic Club v. McPartland, 41 App. Div., 352, 58 N. Y. Supp., 477; Rutland Marble Co. v. Ripley, 10 Wall., 339, 19 L. Ed., 955."
(Weegham v. Killifer, 215 Fed., 168.)

In the above case both sides were represented by eminent legal talent, and the opinion in the case, according to the press reports, has been endorsed by the Bar, which is evidenced by the fact that every baseball club either eliminated the ten day release clause from its contracts, or gave the player the same option.

In the case of Rutland Marble Co. v. Ripley, the Supreme Court said:

"Another reason why specific performance should not be decreed in this case is found in the want of mutuality. Such performance by Ripley could not be decreed or enforced at the suit of the marble company, for the contract expressly stipulates that he may relinquish the business and abandon the contract at any time on giving one year's notice. And it is a general principle that when, from personal incapacity, the nature of the contract, or any other cause, a contract is incapable of being enforced against one party, that party is equally incapable of enforcing it specifically against the other, though its execution in the latter way might in itself be free from the difficulty attending its execution in the former."
(10 Wall., 339, 359.)

This doctrine has been consistently followed by the Federal Courts and in many of the State Courts. See Martindale v. Waas, 11 Fed., 551; Metropolitan Exhibition Co. v. Ewing, 42 Fed., 198; Crone v. Crone & Co., 105 Fed., 869; Brooklyn Baseball Club v. McGuire, 116 Fed., 782; Sturgis v. Galindo, 59 Cal., 28; Rust v. Conrad, 47 Mich., 449; Benjamin v.

Bruce, 87 Md., 240; St. Louis, I. M. & S. R. Co. v. Mathews, 64 Ark., 498; Philadelphia Baseball Club v. Hallman, et al., 8 Penn. C. C., 57; Harrisburg Baseball Club v. Athletic Association, 8 ib., 337.

One John Pekoc brought an action against the firm of Nelson Morris & Company to recover the sum of $25 for wages claimed to be due as a cooper. The evidence showed that plaintiff worked as a cooper for Nelson Morris & Company, and that there was a balance in their hands, for wages unpaid, of $25. The defendants, however, claimed that the amount said to be due was forfeited, for the reason that plaintiff quit the services of defendants without giving two weeks' notice, as they claimed he was required to do under a contract in writing which they put in evidence, and is, in part, as follows:

> "And in consideration of such employment, and the peculiar nature of the business of the said first parties, and of the wages to be paid by the parties of the first part, the said second party agrees that he will not quit said service and employment without giving two weeks' notice, in writing, to said first parties of his intention so to do, and as a guaranty for the faithful performance of this agreement on his part the said party of the second part agrees to deposit with said first parties the sum of $25, and in case of the violation of this agreement by said second party the said first parties shall retain said amount as liquidated damages, and in satisfaction and payment of all damages by them sustained.

The Court said:

> "The next question to be determined is whether the contract is mutual. It is a general rule, well understood, that a contract between parties must be mutual. (Weaver v. Weaver, 109 Ill., 225; Chitty on Contracts, 15; Bishop on Contracts, sec. 78, p. 32; Tucker v. Woods, 12 Johns., 190.) In the case last cited it is said: 'In contracts, where the promise of the one party is the consideration for the promise of the other, promises must be concurrent, and obligatory upon both at the same time.' (1 Chitty, 297; 1 Carnes, 594.) In Chitty on Contracts, <u>supra</u>, the author says:

'The agreement, as before observed, must, in general, be obligatory upon both parties. There are several cases satisfactorily establishing, that if the one party never were bound, on his part, to do the act which forms the consideration for the promise of the other, the agreement is void, for want of mutuality.' In 1 Wharton on Contracts, page 5, the author says: "The parties to a contract, therefore, must both be bound. Supposing that one promise in consideration of the promise of the other, the one is not bound unless the other is bound. A promise to do a thing on an executed consideration is not a contract; nor is a promise to do a thing in consideration of an illegal or impossible engagement on the other side. Without this reciprocal obligation no contract can be constituted. 'It is a general principle,' says Mr. Fry, 'that when, from personal incapacityity, the nature of the contract, or any other cause, a contract is incapable of being enforced against one party, that party is equally incapable of enforcing it specifically against the other party though its execution in the latter way might in itself be free from difficulty attending its execution in the former.'"

"Upon looking into the contract read in evidence, it will be found that the parties of the first part practically agree to do nothing, and there is substantially no obligation imposed upon them by the contract. The only portion of the contract claimed to impose any obligation on the parties of the first part is the following: 'The said parties of the first part agree to employ the said party of the second part to perform such work as they may assign to him from time to time, such service to continue only so long as satisfactory to the said parties of the first part.' What obligation does this impose? When are they to employ the party of the second part? What sum are they to pay? How long is the employment to continue? Suppose they refuse to employ the party of the second part; can an action for damages be maintained for a breach of the contract? The answer to these inquiries is obvious. We think it is plain that the parties of the first part were not bound, under the terms of the contract, to employ the party of the second part for a single day or hour, and if they had absolutely refused to employ him he was without remedy in any court of the country. It may be true that the plaintiff might have entered into a contract which would require him to give two weeks' notice before he could quit the services of his employer without being liable to respond in damages, as might reasonably be provided in the contract; but no such case is presented by this record. Here the contract imposes no obligation on one of the parties, and hence it is void for the want of mutuality."
(Vogel v. Pekoc, 157 Ill., 339.)

I have not overlooked the fact that the particular contract under consideration has been upheld by the Court of Appeals of Georgia (5 Ga. Appeals, 420), but it does not appear that the question of mutuality was raised in that case. And, with all due respect to the Court, it certainly

ly does not express the law on the point that was considered. The employee worked a week under his contract, and was arrested on Sunday and did not regain his liberty until more than two weeks later; one week's wages were retained as liquidated damages, as provided by the contract, for quitting without giving his employer a week's notice. In an action to recover the week's wages retained, the court said:

> "As to whether he was innocent or guilty of the offense for which he was arrested, as to whether he was acquitted or convicted, there is in his testimony a silence pregnant with an admission * * *. The servant here showed no sufficient excuse for his non-performance of his contract. Even if his arrest for an offense of which he was not guilty would have operated to relieve him from his agreement not to quit without notice, he did not make it appear that he was improperly accused and arrested in the present case. It did appear that he had broken his contract."
> (Gleason v. Fulton Bag & Cotton Mills, 5 Ga. Appeals, 420.)

The authorities so far as I am aware are uniform in holding that a stipulation to forfeit part of wages due on quitting without giving a specified notice will not be enforced when the quitting is not voluntary, as where the employee is arrested, (Hughes v. Wasmutta Mills, 11 Allen, 201) or is kept from work by sickness. (Harrington v. Fall River Iron Works Co., 119 Mass., 82; Fuller v. Brown, 11 Metc. (Mass.) 440; Cyc. Vol. 24, 1047.) The Court in the Gleason case evidently confused the arrest of the employee with the fact that he did not show that the arrest was without fault on his part.

It is true that some of the cases cited in the Gleason case support the proposition that it is a reasonable rule and regulation to require employees to give notice before quitting, or forfeit part of their wages.

26

The case of Harmon v. Salmon Falls Manufacturing Company, referred to, was an action to recover wages withheld for the violation of a regulation which provided that unless employees gave at least two weeks' notice of their intention to quit, they would not be settled with or paid until such notice was regularly given and worked out. Plaintiff quit without giving two weeks' notice, and the company withheld all wages due her and declared the same forfeited as provided by its regulations. Plaintiff's counsel asserted that the regulations were not binding, because the contract was not mutual; that the company could discharge plaintiff without giving her any notice. The Court disposed of this contention as follows:

> "The position is quite novel, that a contract will not be valid unless each party assumed precisely the same obligations."

The Georgia cases cited hold that it is reasonable to require that employees shall give their employers a certain number of days's notice before leaving their service. However, the cases went off on other grounds, and this ruling is mere obiter dictum. The question of mutuality was not raised in either case. The Maine case was decided in 1853, and I believe that if the court which decided the case was now called upon to reconsider the question the result would be different. A careful reading of the Court's opinion clearly shows that the employee's interest was not the most paramount issue under consideration. Labatt in his comprehensive work on "Master and Servant" states that the preferable view is, "that a contract which reserves to the master or the

27

servant the option of putting an end to the relation at any moment is not binding, unless such option is supported by an independent consideration." (Vol. 1, p. 328)

I see no legal objection to the remaining part of paragraph two or to paragraph three.

(4) It is extremely doubtful if this provision is valid for the reason of the uncertainty of the amount of the remuneration to be paid. The plain language used clearly shows its incompleteness. The company agrees to pay wages at such rate and at such time as may be agreed upon, from time to time, which evidently contemplates a subsequent agreement in regard to the amount of wages to be paid. (See Paige on contracts, sec. 27, 28.) In the case of W. J. Oliver Construction Co. v. Reeder, which was decided in 1910, the Court held that a contract to give another employment, for a specified length of time, for the doing of work of a variant character, at a price to be agreed upon from time to time, though the minimum price is stated, is not a binding contract, except in so far as the parties shall thereunder agree from time to time on the price. (7 Ga. App., 276) The weight of authority, however, is that if a minimum price is stated, the contract will not be void for indefiniteness.

(5) The validity of this paragraph depends entirely upon the validity of the provision in paragraph two, which requires employees to give one week's notice before quitting. It might be added, however, that the agreement that the wages for one week are to be held by the company as

28

liquidated damages, if the employee should quit without giving the required notice, is a valid liquidated damage provision. There is a line of cases which holds that a contract stipulating for a penalty in case of a breach is not an agreement for liquidated damages, when the forfeiture covered all the wages due at time of breach, regardless of amount due, and regardless as to whether the arrearages were the consequence of the default of the company. Such contracts are harsh and unconscionable for the reason that they preserve no proportion between the sum forfeited and the actual damages, and put all employees upon the same footing whether much or little was earned, much or little due when breach occurred. The damages are to be all that is due in any case. To one this might be the wages of months, to another the earnings of but a day. But if a fixed sum, or a maximum within which wages unpaid and accruing since the last pay-day might be forfeited, should be agreed on, and shall not be unreasonable or an oppressive exaction, there would seem to be no legal objection to the stipulation if both parties are equally and justly protected. (Richardson v. Wochler, 26 Mich. 90; Tennessee Manufacturing Co. v. James, 91 Tenn. 155).

Applying these principles to the agreement under consideration, there is no difficulty in holding that the stipulation is for liquidated damages and not for a penalty, and that the contract is neither unreasonable nor oppressive in this particular. "The tendency and preference of the law is to regard stated sums as a penalty, because actual damages can then be recovered, and the recovery limited to such

damages. This tendency and preference, however, does not exist where the actual damages cannot be ascertained by any standard. A stipulation to liquidate damages in such cases is considered favorably." Sutherland on Damages, 490.

(6, 7, and 8) I see no legal objection to these paragraphs. The subject matter of each is such as the law will allow, and they also appear to be reasonable.

In conclusion, therefore, I am clearly of the opinion that the contract under consideration is lacking in the necessary qualities of definiteness, certainty, and mutuality. It matters not what would have been a reasonable arrangement, nor what it may be supposed the parties anticipated, nor whether if the employee quit without giving notice would be a hardship to the company. The true question is, what was the contract? Courts are not at liberty to make contracts for the parties, or to add any stipulations which they have not seen fit to incorporate. In the present contract, to what did the parties <u>bind each other</u>? A mere glance at the contract at once reveals the fact that the obligations which it creates and the duties which it imposes are to be performed wholly by one of the parties to it. There is no reciprocal obligation or duty whatever on the other party, and consequently no violation of the contract by the employee if he quits before the expiration of any particular time.

Respectfully submitted,

WSK

Noted

WSK

J M Dawson

THE SYSTEM OF FINES.

Mr Oscar Elsas admits that he maintains a fining system, but insists that "one must realize that a plant of this sort cannot be carried on successfully without a fining system--but the object of fines is to minimize the defective work,which finally reacts on the earning capacity of the employees,and subsequent operations,who are all paid on a piece rate basis,but all of whom are interested in having good material placed before them." The result of investigations is that there are few mills in the South, which exact such and so many fines as are imposed upon the employees of the Fulton Bag and Cotton Mills.For instance,some of his former employees have assured your Commissioners that they were fined 25 cents if found near where a pane of glass had been broken,no matter whether or not they had done the breaking. These panes of glass,they declared,could be renewed for as low as 8 cents each. Mr Elsas denies the accuracy of such statements,and stigmatizes them as malicious falsehoods.

Wages.

In answer to Mr Elsas' statement that we admitted we had ascertained that his mills were "paying the highest wages in the South--on the same character of work,is measurably true,provided that his mills did actually pay the wages claimed.He quotes as "average wages," the following: Carding Department,$8.59 per week,per employee;Spinning,$6.94; and Weaving,$I0.0I.

We regret that close inquiry does not bear out his statements,for of 482 pay envelopes of I32 employees of the Fulton Bag and Cotton Mills the average wage was $4.63 I/I6 per week, and these envelopes were on view at the Camp and shown by his former employees.Here is a list of 39 of his former employees,noting the actual wages which each of them received.It speaks for itself;

(Here insert the 39 as noted,
Pages 37 to 75 inclusive.)

THE PREMIUM SYSTEM.

This system compsised a series of money rewards to each worker who attended to his or her work steadily,and is a highly commendable one;but the Fulton Bag and Cotton Mills have abandoned it,and have so announced in notices posted in their mills.

CHILD LABOR AND ITS EXPLOITATION.

Many complaints have been made,from time to time,regarding the prevalence of Child Labor and also of its exploitation in some of the mills in Georgia and nearby States. There are State Inspectors whose duty it is to see that no children under certain specified years of age are permitted to work in those mills,but it is notorious that in some instances,these "inspectors" send notice ahead to each mill,announcing their anticipated arrival at a stated day and hour.On that day and during the time that the inspector is in such posted mills,the children are given a holiday--until he clears out. Mr Oscar Elsas says he is not in favor of utilizing the la-bor of children of tender years,and has earnestly striven to induce the Georgia Legislature to pass a law raising the limit to I4 or I5 years. Here is,however, an incomplete yet truthful list of children who were employed in the Fulton Bag and Cotton Mills:

(Here insert Page 77.)

The Georgian and Hearst's Sunday American are doing patriotic work in urging the Georgia Legislature to pass a Child Labor Law,with educational qualifications for employment certificates,and their efforts are heartily seconded by the clerical organizations,women's clubs,church societies,the Georgia State Federation of Labor,and a host of other organizations. Noteworthy among its foremost champions are Mrs Z.I.Fitzpatrick,president of the Georgia State Federation of Women's Clubs,and Mrs D.C.Lyle,chairman of its legislative committee. The last legislature,through some hocus-pocus,succeeded in defeating the Child Labor Bill,that had the endorsement of The Georgian and of Hearst's Sunday American,and of all of the women of the State.Mr Oscar Elsas favored the bill and insists that he desires such wholesome legislation before the new legislature.Herewith we append articles from Hearst's Sunday (Atlanta) American,marked Exhibit E.

Ester May Smith,		Spinner. Earned [illegible] She did not know how long ago it had been, but not very long.
Daisy Gibbs,	Age 12 years.	Worked 4 years in Mill. Winder. Made from 2.50 to $4.50 a week.
Ina Brown,	Age 16 years.	Worked in mill 8 months as spinner. Earned from $4. to $5. a week.
Mamie Peeler,	Age 15 years.	Worked in Mill 1½ years as spinner. Earned from $6. to $7. a week.
Luther Peeler,	Age 14 years.	Worked in Mill 2 years. Spinner. ~~Earned~~ Highest salary earned was $5.10 a week.
Mell Baldon,	Age 13 years	Worked 7 months in Mill as doffer & Spinner. Highest earned $4.70 a week.
Jason Stephens,	Age 14 years.	Worked 2 yrs & 3 months, doffer & Spinner. Highest earned was $6.00 per week.
Raymond Gibbs,	Age 15 years.	Worked 2 months in Mill, Spinner. Highest earned $3.50 per week.
Armond Ward,	Age 15 years.	Off and on for 7 years in cotton mill. Highest earned $3.20 a week.
Tom Brown,	Age 13 years.	Worked in Mill 8 days. No wages.
Robert Stewman,	Age 14 years.	Worked 1½ months. Earned $2.40 a week.
Claud Ward,	Age 13 years.	Worked in Mill 3 months, doffer. Earned $3.00 a week.
Milton Nunnally,	Age 10 years.	Worked in Mill 2 weeks. Earned 64 cents.

S anitary Conditions.

Your Commissioners made several close investigations of the sanitary conditions in the mills of this Company and also in the frame houses belonging to it, in which live its employees. The existing conditions are bad, but they must have been deplorable, indeed, when, at the request of the Men and Religion Forward Movement the Board of Health of A tlanta ordered an official inspection, the result of which was the presentation of the following report and recommendations;

(Here insert Health Report, marked 78 A.)

Justice demands ~~that~~ the statement that the chief fault for the foulness and abominable condition of the alleged toilet places attached to, or close by the frame shacks of Mr Oscar Elsas' employees lie~~s~~ almost entirely with their residents, whose ideas of cleanliness are very rarely apparent. He employs negroes to clean out those toilet places, but the habits of the residents ~~xxx~~ in numerous cases make ~~xx~~ their work useless. Mr Elsas has had plans prepared by skilled xx architects for the early erection of quite a large number of model dwellings for his employees; but unless he is seconded by the residents of those structures, his money and care will have been spent in vain.

Pellagra.

Dr. W.V.Garrett, of Atlanta, makes the following official report on the prevalence of Pellagra in the vicinity of the Fulton Bag and Cotton Mills, adding an important chapter to the current ~~literature~~ literature on this subject. He says:

(Here insert Dr.Garrett's report, pages ~~xx~~ 79 and 80.)

CITY OF ATLANTA

SANITARY DEPARTMENT

Atlanta, Ga., June 12th, 1914

Honorable Board of Health,
Atlanta, Ga.

Gentlemen :-

Your committee submits the following report on the plumbing at Fulton Bag & Cotton Mills :-

"We condemn the privy sinks now being used".

"We condemn the flooring under the showers and suggest that if they remain, they sould have cement floor."

"We recommend that a sink with water to same be conveniently installed for each appartment, both up and down stairs".

"We recommend that at least one closet be placed at each house."

Respectfully,

M. C. Strickland, Chrmn. Plbg. Com.
J. P. Kennedy, M.D., Health Officer.
C. A. Smith, M.D., Bacteriologist
J. A. G. Beach, Chief Plbg. Insp.

PELLAGRA.

Possibly the greatest enemy to mankind in the Sunny Southland to-day is Pellagra.

Only a few years ago Pellagra was not known on the Western Continent; to-day it is one of the most, if not the most, prevalent of all diseases in the South and its treatment is the most unsatisfactory (Tuberculosis not excepted).

It has heretofore been called by the laity "Corn Bread Disease", but I think it should be called "Cotton Mill Disease".

Now I dont mean to say that working in a cotton mill will cause any one to have Pellagra where sanitary conditions in that mill are good and working conditions reasonable.

But I do say that cotton mill work, as carried on by some mills in the South, where women and helpless children are forced to a machine by starvation, lashed to it , forced to remain there day after day, working long hours, until every watt of energy - both mental and physical -, and every drop of blood, is spun out of them and converted into dollars, leaving the unfortunate individual an easy prey to Pellagra, Tuberculosis, and all other diseases, leaving them a burden to themselves, a curse to society, and a charge to charity, if they by chance miss the Chain-gang or the insane asylum.

From the investigation I have made, I feel safe to say that at least seventy-five per cent. of all cases of Pellagra existing in Georgia to-day are traceable to the mill districts.

During the year 1914 I have seen about forty cases of Pellagra in the vicinity of the Fulton Bag & Cotton Mills.

In order that you may more readily draw a picture of the immensity of the situation, I will give you a partial list of the cases seen.

Venia Smith ----------	1	Mollie St.
Clara Toler ----------	37	Gaskill St.
E. C. Simmons ----------	428	Decatur St.
Carrie Brown ----------	37	Gaskill St.
Mattie Tolar ----------	37	Gaskill St.
Lonnie Simms ----------	31	Gaskill St.
Clara Jones ----------	92	Berean Ave.
Emily Jones ----------	43	Short Ave.
Mrs. Robinson, ----------	42	Berean Ave.
Mrs. Lizzie Gray ----------	75	McDonald St.,
Former address, --	60	Fulton Terrace
Mrs. Lizzie Newman, ----------	52	Fultonn Terrace.
Former address,	38	Reinhardt St.
Monroe Chamlee, ----------		Adairsville, Ga.
Former address, --	62	Fulton Terrace.
Mrs. Maggie Clark, ----------	28	Fulton Terrace,
Former address, -	24	Reinhardt St.

Charlie Brock, ---------- Columbus, Ga.
Former addres, 52 Berean Ave.
Miss Louella Brock, ---------- Columbus, Ga.
Former address, 52 Berean Ave.
Mrs. Cora Pharr, ---------- 1[illegible] Pickett Alley.
Former address, 69 Savannah St.
Mrs. Lizzie Evans, ---------- 75 Savannah St.
Former address, 40 Reinhardt St.
Mrs. Dollie McCann, ---------- 10 Savannah St.
Former address, 96 S. Boulevard.
Mrs. Ella Emmett, ----------21 Berean Ave.
Former address, 23 Gaskill St.
Mrs. Vaughan, ---------- 91 Carroll St.

Mary Norris, ---------- 47 Tennell St.

Russ Whitmire, ---------- Milledgeville, Ga
Former address, 50 Wyman St.
Mrs. Will Darnell ---------- Grady Hospital.
Former address, 54 Wyman St.
Mrs. Ida Weaver,---------- 61 Wyman St.
Former address, 62 Wyman St.
Miss Mattie Avans, ---------- 82 Central Place.
Former address, 58 Wyman St.
Joe Avans, ---------- 82 Central Place.
Former address, 58 Wyman St.
B. E. Henderson, ----------185 S. Boulevard.
Former address, 62 S. Delta St.

There is a cause for all this Pellagra and I believe it is due to the lowered vitality due to overwork and the unsanitary condition in which the workers are thrown.

(Signed),

W. V. Garrett, M. D.

July 28, 1914.

The Company's Rules For its Operatives.

The company posts the following "Rules for Operatives in its mills:

(Here insert,as marked 8I B,).

Welfare Work and Wesley House.

Mr Oscar Elsas has made commendable efforts to aid in building up the moral and social condition of his employees,and,to that end has established a Wesley House,or Settlement Home,where babies are supposed to be cared for by competent nurses at the rate of 25 cents a week.Your Commissioners paid several visits to this Home, and on each visit found it in a dirty and neglected condition.On one occasion,we were accompanied by Dr.Baldwin,the physician of the Fulton Bag and Cotton Mills.Mr Elsas pays,we understand the sum of $50 a month for the upkeep of this institution,and in various other ways tries to carry out his intention of furthering welfare work,but his desires are assuredly nullified and his money wasted if those who direct in charge of this institution do not attend more closely to their responsible duties. In that direction, there is some interest in the following wail from a sad-hearted mother over the loss of one of her babes:

(Here insert,as marked 8I C.)

THE FULTON BAG & COTTON MILLS.

Although the Fulton Bag and Cotton Mills Company was incorporated in 1889 with a capital of $600,000,and has now four large brick mills wherein it manufactures sheetings,cotton bagging,tarpaulins, cotton,linen,flax,jute,hemp and sisal twines and cordage,cotton crash and duck, and has branch houses in New York,Dallas,New Orleans,and St Louis, as well as a large new mill and store-houses in Williamsburg,N.Y., with a combined output amounting annually to several millions of dollars,it had a very small and unpretentious beginning upwards of 45 years ago,when Jacob Elsas opened the first mill in Atlanta for the manufacture of cotton bags and bagging,etc., At that time,he

One week's wages is to be always held back.

One week's notice is required before leaving the service of the Company. Should you leave without completing said notice, the week's time withheld will be forfeited.

Weavers will be charged for bad work, and upon leaving the service of the Company before the work is inspected, whether on notice or upon being discharged, will be required to deposit one ($1.00) Dollar, or more, until the work has been inspected. A self-Addressed post card will be furnished for address, and upon receipt of same the Company will mail check to cover the amount withheld, less charges for seconds.

Frame Hands, (Slubbers, Intermediate and Speeders) will be charged for bag work, and the amount charged will be given to the Spinner detecting the bag work. The work cannot be inspected until it is spun; this required from one to two weeks. From Fifty (50) cents to One ($1.00) Dollar will be withheld - the rule applying to Frame Hands the same as Weavers.

No matches, except the kind furnished free of charge by the Company are allowed in the plant. A fine of One($1.00)Dollar will be assessed when this rule is violated.

Pay envelopes will not be delivered on Saturdays unless you have in Five (5) days work on the present week. What time is lost is on the present week must be made up the following week before the pay envelope can be drawn.

ASK YOUR FRIENDS ABOUT THE PREMIUMS.

RULES FOR SECTION MEN IN WEAVE DEPARTMENT.

Loom Fixers are expected to be at their work morning and noon in time to see that all looms in their Section are in operation promptly at starting time, and will see that they are not shut off until speed slacks at noon and night.

You are required to use straight edges. The overseer will specify the kind used. You can secure these at the Store Room. A deposit of $$1.00) and $2.00 (according to size) is required, and when returned in good condition the amount deposited will be refunded.

A complete set of tools is required.

You will be fined 20 % of the seconds on your Section.

When leaving the service of this Company whether you complete a notice or are discharged, 25 % of your time will be withheld at the time of settlement until all of the cloth of your Section has been inspected, taking from one to two weeks to inspect same.

This does not cover all the rules for Loom Fixers, but is intended to outline some of the most important ones.

FULTON BAG & COTTON MILLS.

Atlanta
~~Dekalb~~
Fulton County
State of Georgia:

Persoanlly appeared before me, Addie Camp, who after having been duly sworn deposes and says:

" I have been in the employ of the Fulton Bag and Cotton Mill, off and on for the last two years.

" Last January, I went to work in the spool-room, of No.2, mill, and put my twin babies in the nusery of Wesley House, so that I could work in the mill.

" My babies staid there a day and a half, and the third day they were both sick and I could not carry them there. The fourth day, one of them commenced to having convulsions, I called in Dr.Garret and he said the child had bronchil pheumonia. For seven weeks he had convulsions, and died in a convulsion. I had Dr.Garrett, Dr.Anderson and Dr.Grace with the child.

" Dr.Garrett said that he thought it was a lick that this child had received on the head. I know that it did not receive this lick at home and must have received it at the Wesley house the day I left him there. The second day I left them there, I found them that afternoon late when I came out for them, in a condition that proved to me that they had never been tended to at all, they were wet from head to foot, and their little long dresses were drenched, their diapers not having been changed. Dr. Grace stated that my baby was also effected with stomach trouble, and I know that neither one of them was ever sick before in their lives, until I left them at Wesley House. I do not know what they fed my babies while I was in the mill, as I left my own milk for them there that morning and fixed it for them.

" The other twin had bronchil pheumonia, which was caused from her laying wet all day, and cold.

"When I found them they were both crying, in the room alone, on the bed, with the windows up and no fire in the room. It was in the month of March and the weather was cold. Other babies was in there also.

" I attribute the death of my child to the treatment he received at Wesley House, and also attribute the sickness of the other twin to the same treatment.

Atlanta
Fulton County
State of Georgia

Personally appeared before me, Alice Carlton, who having been duly sworn deposes and says:

" I have been an employee in the Fulton Bag and Cotton Mills for a period of 36 years, having gone to work there when I was 11 years old and will be 46 years old on the 10th of Oct.

" I worked in the bad department sewing sacks. These sacks are put through a process of wetting with salty water before they are given to us to sew and the salt is so bad in them that my fing=ers would be so sore that I would have to get some of the other women to thread my needle, who was not working on this kind of work.

" I, as well as nearly every other woman who worked in that department would have to lay off every few days on account of sore fingers, which time was lost by us, and received no pay for this lost time.

" This salt was put in the sacks to make the sacks weigh heavy as they were sold by weight. When the girls would go and protest against the sacks being so wet they would reply "Why the mill is cussin' now because they are not wet enough".

" I was robbed out of a great deal of my money for the fore lady would not listen to any explanations which I might make, and would not report the time that I made, and therefore I lost that, ===and was compelled totake what ever the forelady would put down on the book and be satisfied.

had but little, if any, actual knowledge of the art of weaving or spinning, but he had indomitable pluck and enterprise, together with an abiding faith in the immediately prosperous future of cotton manufacturing in the South, particularly in Atlanta and its vicinity.

Labor was wonderfully cheap and abundant. The cotton was xx grown in thousands of acres near at hand, and at times could be xxxx bought literally "for a song", especially when every Southern farmer-- at least every farmer and plantation owner in the State of Georgia-- from whom he made all needful purchases of raw material was cultivating almost no crops save cotton and tobacco, with now and then a crop or two of corn. He had no money to pay for the transportation of whatever cotton he required, thus saving a considerable sum in his yearly expense account --but he had, too, no capital wherewith to buy machinery. Pluckily he hastened East--to the Yankees--and stating his case to an enterprising and wide-awake machinery manufacturer, succeeded in persuading him to equip Jacob Elsas' wee brick mill with all of the much-needed machinery. He had a good, helpful xx wife, who cordially co-operated in his ambitious efforts, aiding him to erect their little mill and to begin weaving cotton products. Neither of this happy and industrious couple had much more than a smattering of our language, yet they contrived not only to make themselves understood by all with whom they had business or other transactions, but to overcome all other obstacles and difficulties that beset them on every side, and that suddenly sprang up when least anticipated, frequently threatening them with financial and apparently irreparable disaster.

So hard hit were they, at one critical stage in their early struggles that just 24 hours before payday they found that they hadn't a penny wherewith either to pay their hands or to meet other current obligations. Ruin stared them in the face, for the Banks refused to allow Jacob Elsas any further advances--and he had no moneyed friends or relatives, and no influential acquaintances. His heart torn with grief and well nigh mentally distracted, he retired to his modest

and frugally ~~xxxx~~ furnished bed-room,where he paced the floor,hours after hour,until wearied out he threw himself on his bed.After an hour's fitful sleep,he suddenly jumped to his feet,and,lighting a candle,sat alongside the bed.Here,with pencil and paper, he drew up an accurate statement of not only his assets and liabilitie but also of the work he had done and of the actual condition of the ~~xx~~ orders he had on hand,some nearly ready for delivery "up North," where he always found a quick ~~xxx~~ and profitable market for his products.

When he had finished his statement,he saw that it was maybe a bit too lengthy,so he summarized it;and by that time banking hour had arrived. Without breakfast,or other refreshment,he walked hurriedly to the only Bank which made a business of allowing fairly big advances on approved collateral. As soon as he entered the pri-vate office of its president,that official ~~xxxxxx~~ brusquely informed him that "money was scarce and tight,and under those conditions he could not and would not change his decision of the previous day,when he refused to make any further advances." This refusal did not daunt Jacob Elsas;it strengthened his iron determination that this bank president MUST AND WOULD GRANT HIM ALL OF THE ADVANCES ~~X~~ HE NEEDED-AND THAT SUCH ADVANCES WOULD BE MADE BEFORE JACOB ELSAS LEFT THAT INSTITUTION THAT FATEFUL MORNING.

Jacob insisted upon a patient hearing,showed that he had always been square and prompt in all of his dealings with the Bank, handed its president ~~x~~ the detailed statement and also its summary, and at last succeeded in obtaining a much more liberal line of credit than he had anticipated."Go ahead," said the bank president."We will back you for all that you need at any time.A man,like you,is a credit to Atlanta."

Jacob Elsas returned to his mill with ample funds to meet his pay-roll and all other obligations.Since that memorable day,his career in business has been ~~xxx~~ uniformly successful,and he is now one of the wealthiest and most highly respected citizens of the most prosper-

ous and progressive cities in the NEW SOUTH. S hortly after the in-corporation of The Fulton Bag and Cotton Mills' Company, in 1889, he retired from active business pursuits, leaving in the capable hands of his sons a magnificent group of four large mills, located almost in the heart of Atlanta, the Queen City of the Sunny Southland, an industrial property worth considerably over $10,000,000, and a business connection that embraces the entire country. With its cheap labor and other local advantages, the Fulton Bag and Cotton Mills' Company enjoys immense profits, and has the enviable reputation of being able to undersell its Northern and Eastern competitors in many of its products. Manifestly, therefore, it has no reasonable excuse for its refusal to allow its employees the right of all American citizens to organize for their own protection; it has no reasonable excuse for its utilization and exploitation of Child Labor; it has no reasonable excuse for its unjustifiable and unfair fining system; it has no reasonable excuse for its dishonest and illegal contract system.

The officers of The Fulton Bag and Cotton Mills' Company are Oscar Elsas, president; Louis J. Elsas, Secretary; August Benk, Treasurer; Benjamin Phillips, Esq., General Counsel. Its stock is now a family affair. and its commercial rating is the highest in the South.

All of which is respectfully submitted.

We are, Esteemed Sir,

Your obedient servants,

Robert M. McWade.
John S. Culpepper.

U.S. Commissioners of Conciliation.

on the afternoon of Nov. 27th.

Nov. 27, 1914.

In reference to the points mentioned:-

CONTRACT FORM

This contract has been in existence in our plant for many years. It has no objectionable features; in fact, the same effect might be accomplished by merely posting notices to that effect in the Mills, as has been declared by our Supreme Court, as well as to its reason - ableness, but the reason that we do not run under such conditions is that certain help would plead ignorance of the rule, or inability to read, therefore, to prevent such excuse, we have a printed Contract which each and every employee signs before entering the service of the Company, and in the case of minors, is signed by both the minor and the parent or guardian.

The essential feature of this contract is to demand of the employee one week's notice of intention to quit, and the penalty, if they fail to do this, is that they forfeit one week's time. The in - terpretation that we have put on this clause is that if they work not less than five days' notice it will be considered equivalent to one week.

Our records show that for a period of from Nov. 1, 1913, to Nov. 1, 1914, the total number of discharges were 688. The total number of notices worked during that same period, (in conformity with the terms of the contract,) that is, their desire to quit, is 2469, but of this total we would judge that 20% returned to work on Monday morning following the completion of the notice on Saturday and settle- ment with them, which kept their premium in force. A good many of the help worked notices with a view to drawing their back week's pay

in our employ, they signed a new contract on the following Monday morning, going back to work as a new employee, with the following exception,- they do not lose the right to the premium, which will be explained in a subsequent part of this note.

During the period Nov. 1, 1913, to Nov. 1, 1914, 1666 call notices were worked. A call notice is a notice on the part of the employee that at the termination of one week he or she wants to draw 75 per cent. of their back time, with a view to filling an emergency or imaginary necessity. This does not require the re-signing of the contract, as the terms under which the notice is given indicate that they do not intend to quit work.

Prior to the labor troubles experienced in May, we were gradually eliminating these two styles of notice,- that is, quit notices and call notices,- and had the trouble not arisen we had hopes that for the year 1915 we would have reduced this amount at least one third.

As already indicated, the contract having been in effect all these years, the conditions of same being thoroughly fair and in compliance with the law, we will under no circumstances entertain the discontinuance of this contract. We attach herewith copies of forms used in call notices, regular quit notices, and discharges.

Statements have been made that employees on notice and who report for work, but who cannot be worked on account of excess of help, are told when five days have expired that they cannot get their pay because they have not put in fifty hours work. This is absolutely untrue. This has never been done; in fact, hands who appear here for work and it cannot be given them because of help conditions, are credited as if they had worked, as far as their rights covered by the notice are concerned.

Some statements have been made regarding fines assessed. Our method of fining is brought about only by the necessity for discipline, and not from the desire on our part to collect money from our employees. Records kept covering a period from Jan. 1, 1913, to May 2, 1914,- in other words, sixteen months,- show a total amount of miscellaneous fines, $309.76; fines for defective work, $1249,23. Proportion of fines given to employees for discovery of defective work,- which, in other words, was a refund to those who helped us to find defective work,- $871.03. This, therefore, shows a net collection on our part of $687.96; or, roughly speaking, $44.00 a month, which would hardly pay clerk hire for carrying on the system necessary to keep track of this matter.

One must realize that a plant of this sort cannot be carried on successfully without a fining system,- but the object of fines is to minimize the defective work, which finally reacts on the earning capacity of the employees, and subsequent operations, who are all paid on a piece rate basis, but all of whom are interested in having good material placed before them.

WAGES

We insist that our Mill pays the highest wages of any in the State,- or, in fact, in the South, on the same character of work. You have already stated that you have commenced an investigation of the wage conditions in our immediate vicinity, and have found out that our statements are correct as to paying the highest wages on this class of work. To give some idea of the wages, we mention below the average wage in each of the following Departments,- Carding, Spinning and Weaving:

Weaving.....$10.01 " " " "

Of course, this average wage does not fairly represent the efficient operative; the high-paid operative's record is wiped out by the indifferent operative; for instance, in the Spinning Room, where most of the minor help are employed, we have some doffers who earn $2.00 a day, while others on the same class of work will earn only $1.00 a day. Therefore the true basis is the possible earning capacity for an efficient operative, and from that standpoint our Mill is absolutely incomparable with others on the same class of work. We intend to maintain a high wage scale for those who apply themselves; in other words, efficiency counts.

Supplementing the above high rate of wages, we also pay a premium for steady work. " Steady work " means that an employee should either report daily, or work daily, without interruption, except for a good excuse. An investigation on that point will soon convince you that we have done everything in our power to encourage steady work, and have been more than liberal in an interpretation of this section, with a view to giving the operatives a chance to earn the premium. There is no feature of efficiency or earning capacity attached to the premium; the only thing that is required is that they should work every day, or have an excuse for not working, and in this connection, if we let them off after reporting here, they are credited the same as though they had been at work, so far as the premium is concerned.

At the termination of the first three months of employment 3% is paid on their total earnings, (same as if deposited in Savings Bank;) after the second three months 5%; for the next six months 7%, and this rate of 7% continues for each and every six months thereafter.

from Jan. 1st. to week ending Nov. 21st, 1914, we have paid out in premiums $13,454.80. This, you will see, is an additional incentive to steady employment, and must not be considered in the wage average, or any of our references to wages.

SANITARY CONDITIONS

Certain references to the sanitary conditions have been made. We presume you did this largely on the strength of what you have been told, more than what you have seen. As explained, when certain demands were made of us for changing the toilets, etc., by the Sanitary Department of the City, (which demand was undoubtedly brought on by pressure due to the labor agitation,) we acquiesced and did exactly what was required. We have experienced great difficulty with the new installation, the same as the old, as to keeping the property in such condition as we would like. The unfortunate part is the employees, to a large extent, are seemingly not interested in their own welfare, and although we maintain men regularly, whose duty it is to keep the Village cleaned, we are faced with the lack of co-operation on the part of the tenants themselves,- therefore, we are not to be blamed for these conditions, since we are doing everything possible,- in fact, more than can be expected of any landlord.

WELFARE WORK

Possibly it has not been called to your attention that we have been directmy and indirectly interested for a number of years in attempting to build up the moral and physical condition of our employees. Such efforts have been expressed to a great extent in what we call the " Wesley House," or Settlement Home. This work was started many years ago, first by us, and, later, on discovering that our help was rather suspicious of our intentions, we were glad to turn

and desired to carry on the work. The understanding was, however, that whatever work they did should be absolutely non-sectarian, and we be - lieve that it has been carried on along these lines.

The work comprises " clubs for boys and girls " undertheir own control and managed by their own officers, and merely guided by adults in charge of the work.

Gymnastic clubs for boys and girls, each on different nights.

Public and social entertainments of varying kinds.

Free clinics from some of the best physicians in the City, for different diseases, such as eye, ear, nose and throat, children's and female diseases.

Trained nurses, who visit the families and teach them how to care for the sick, and how to live.

Free library.

Day nursery, where children of self-supporting mothers are taken care of for the sum of 25 cents per week,- which includes food and care of the child during that period.

Kindergarten.

Last,- but not least,- a Night School, which has become so successful that it has received the sanction of the Board of Education of this City, who gladly furnish teachers to help carry on the work. Our average attendance at the Night School is almost 100, which speaks well for the intention of the growing-up help to become educated while they have to work.

To accomplish the above work we have set aside a large brick building in its entirety, in which are housed all the workers and the different Departments above mentioned. This building contains 47 rooms and an auditorium.

whose duty it is to give free treatment and advice to all who apply to him. He also attends to accident cases, but is not called on to perform major operations; for the attention of such, we call in skilled surgeons.

SUMMARY

The whole trouble originated on May 20th. 1914 It has been explained that on May 19th, about 5 o'clock, a communication was addressed to us setting forth that during the past few months we had discharged about 85 employees because they were members of the Union. Being so late in the evening we could not give the matter consideration, but the next morning at 8 o'clock went into a Directors' meeting with a view to acting on this communication, but before we could conclude on this matter, the strike was called on the morning of May 20th, at 9 o'clock. The only demand was that 85 people should be reinstated. During the same interval,- that is, from Oct. 1913 to May, 1914, we had discharged over 300 operatives. We did not know union from non-union. If the union knew of 85 members, what was their intention regarding those non-union members, who were in the large majority?

All demands outside of the reinstatement feature were afterthoughts, and were not a basis of the trouble.

If there are any other features in connection with this matter that occur to you we shall be very glad to hear from you. If it is in our power, and appears proper to give you such information, you can depend upon getting it.

Yours truly,

FULTON BAG & COTTON MILLS

OE:MC

Attorney to file new on Sec'y. Doc. N 1580

GEN. No. 23. FILE No. 33-41

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DEPARTMENT OF LABOR NOV 11 1914 CHIEF CLERK

2d/ **PRELIMINARY REPORT OF COMMISSIONER OF CONCILIATION.** 12/1/14

RE Strike of Textile Workers at Atlanta Atlanta, Ga. Nov. 27, 1914

Mediation requested by United Textile Workers of America

Commissioner John B. Colpoys & Robert M. McWade

Date of assignment Nov. 11th, 1914

To the HONORABLE, THE SECRETARY OF LABOR:

For your information we have the honor herewith to submit a preliminary report of ~~my~~ our efforts as Commissioner of Conciliation

in the { ~~trade dispute~~ / ~~impending strike~~ / strike } affecting { The Employees of the Fulton Bag & Cotton Company of Atlanta, Ga.

Questions involved: Right to belong to a labor union. Right to organize. Contracts between Mill owners and operatives. Fining System

Number of employees directly affected 1400

Number of employees indirectly affected

Status of negotiations prior to arrival Mill owners refused to enter into negotiations, asserting their "right to run and manage own business without outside interference"

Conferences held at Atlanta and its vicinity with

Marion Jackson	representing	Financier, lawyer, ref. Men & Religion Forward Movt.	(Date.) Nov 20.
Governor McCord	representing	Federal Reserve Bank.	(Date.) Nov. 21.
Marion Jackson	representing	Men & Religion Movement	(Date.) Nov 23
Gov. McCord	representing	Fed. Reserve Bank	(Date.) Nov 23
Secretary Cooper	representing	Chamber of Commerce	(Date.) Nov. 23
John J. Eagan	representing	Pres. Am. Pipe Mfg Co.	(Date.) Nov. 24.
Lee Ashcraft	representing	Ashcraft Wilkinson Co. Ch. of Memphis Cotton Ex. of Commerce	(Date.) Nov. 24 (Date.)

~~Status of conciliatory efforts, briefly stated~~:

Gov. McCord, Fed Reserve Bank. J. K. Orr. Active Manufacturer. Chamber of Commerce. Allen Johnstone, Pres. Ga. Cotton Inspectors' Assn & Pres. Exposition Mills. V. H. Kriegshaber, V. P. Chamber Commerce & close friend Elsas on Nov 25

~~Remarks~~: Oscar Elsas & Genl Manager Johnstone. Nov 27. Inspected thoroughly books & conditions at Strikers' Camp on Thanksgiving Day Nov. 26.

We are bringing to bear upon Oscar Elsas the influence of leading representative financial, professional & business men of Atlanta, with hopes of success

Respectfully submitted, John B. Colpoys

Robert M. McWade

Commissioner of Conciliation.

~~My~~ Our address until further notice will be The Winecoff Hotel. Atlanta, Ga.

14—768

GEN. No. 23.

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DEPARTMENT OF LABOR NOV 23 1914 CHIEF CLERK

FILE No. 33/41.

PRELIMINARY REPORT OF COMMISSIONER OF CONCILIATION.

Atlanta. Ga. Nov. 20th, 1914

RE Strike of Textile Workers at Atlanta.

Mediation requested by United Textile Workers of America.

Commissioner John B. Colpoys & Robert M. McWade

Date of assignment Nov. 11th, 1914

To the HONORABLE, THE SECRETARY OF LABOR:

For your information we have the honor herewith to submit a preliminary report of our efforts as Commissioners of Conciliation

in the { ~~trade dispute~~ ~~impending strike~~ strike } affecting { Employees of the Fulton Bag & Cotton Company of Atlanta, Ga., }

Questions involved: Right to belong to Labor Union. Right to organize branches of Labor Union. Contracts between Mill Owners & Operatives. Fining System.

Number of employees directly affected 1,400.

Number of employees indirectly affected

Status of negotiations prior to arrival Millowners refused to enter into negotiations, asserting "their right to run & manage their own business without outside interference"

Conferences held at Atlanta & elsewhere. with

Myer L. Greill	representing	Greill Bros & Co. Cotton Spinners,	Nov. 13. (Date.)
B. F. Mauldin	representing	10 Banks-financier,	Nov. 14. (Date.)
B. F. McIntyre	representing	International Organizer,	Nov. 16. (Date.)
Operatives, Fleming, Moody, Hill, et al.	representing	Strikers	Nov. 16. 17. 18. (Date.)
Oscar Elsass.	representing	Fulton Bag & Cotton Co.	Nov. 19. (Date.)
Saml. Sep. Johnston	representing	Fulton Bag & Cotton Co.	Nov 19. (Date.)

Status of conciliatory efforts, briefly stated: Negotiations opened with all parties (or their selected representatives) to the issues involved. Outlook at first decidedly unfavorable but, through tact & continuous persistence, situation has changed, & prospects are now very favorable for settlement.

Remarks: We arrived at Atlanta Night of Nov. 12. The ranks of the strikers are much thinned since they went out on strike on May 20, 1914. Those still out include men, women, & children & are living in Army tents on outskirts of Atlanta, short distance from the mills of the Fulton Bag & Cotton Company.

Respectfully submitted, John B. Colpoys.
Robert M. McWade.
Commissioners of Conciliation.

our address until further notice will be The Winecoff Hotel. Atlanta. Ga.

14—763

33-41 October 19th, 1914.

Dear Mr. Secretary:

Mr. John Golden, General President of the United Textile Workers of America, called at my office on the 15th instant, in reference to the strike situation in the Fulton Bag & Cottom Company mills at Atlanta, Georgia. You will recall that Messrs. Husband and Robinson were detailed to investigate this matter last July, but reported they were unable to bring about a satisfactory adjustment of the controversy.

Mr. Golden stated to me he had just had a talk with Representative Green, of Massachusetts, who informed him that the bill recently introduced in Congress to have this matter investigated, had been postponed until sometime in December or after Congress reassembles. Mr. Golden seems to think the bill will not come up for further discussion until after that date, or might be postponed indefinitely. He said that there were over ~~two~~ seven hundred strikers still in Atlanta, but that one hundred, and possibly more, had secured employment elsewhere. These two hundred persons are now living in old army tents which were purchased by Mr. Golden. When the Fulton Company compelled the strikers to leave their shacks, they immediately rented small houses from certain real estate people in Atlanta, who, in turn, evicted them for non-payment of rent. It was necessary, therefore, that some arrangement be made to take care of the strikers and their families pending the disposition of the strike situation.

There are four mills in all, and it has been ascertained that in one mill alone there are now idle three hundred and twenty looms.

Mr. Golden is of opinion that something should be done immediately to bring about a settlement of this labor dispute, for the reason that Winter is approaching rapidly, and, furthermore, the various mill operators of the South have their eyes on the Atlanta situation. He thinks the parties who previously handled this matter did not go far enough; in other words, they failed to discuss the contract which the employees of the Fulton Company are compelled to sign, and also failed to find out if the said company was not doing considerable work for the United States Government. I told Mr. Golden I would take the matter up with you at once. If this Department can satisfactorily adjust the matter at this time, there would seem to be no necessity for a Congressional investigation.

As it appears that Congress has no intention of investigating the case at an early date, I am submitting the matter to you for instructions, as I believe you will desire to reopen negotiations with the officials of the Fulton Bag & Cotton Company, as well as the officers of the United Textile Workers. If you decide to do so, I respectfully suggest that Messrs. Moffitt and McWade or Messrs. Moffitt and Colpoys be detailed to make a further effort to settle this important strike matter.

Very respectfully,

J. P. Brand

Executive Clerk.

Hon. W. B. Wilson,
Secretary of Labor.

33
41

October 20, 1914.

Hon. W. S. West,
United States Senate,
Washington, D. C.

My dear Sir:

In the absence of Secretary Wilson I acknowledge receipt of your communication of the 13th instant, requesting to be supplied with a copy of the report made by Messrs. Husband and Robinson in connection with the strike situation in the Fulton Bag & Cotton Mills, Atlanta, Georgia.

Replying, would say that Secretary Wilson has taken no action upon the report. It will give me pleasure, however, to bring your communication to his attention at the very earliest opportunity.

Very respectfully,

EXACT COPY AS SIGNED BY HUGH L. KERWIN
MAILED 10/20 BY E.J.M.

Private Secretary.

K/Wi

WILLIAM S. WEST,
CHAIRMAN.
EARL B. WILLIAMS,
CLERK.

United States Senate,

COMMITTEE ON
EXPENDITURES IN THE POST OFFICE DEPARTMENT.

DEPARTMENT OF LABOR
OCT 13 1914
CHIEF CLERK

The Secretary of Labor,

Washington, D C.

Dear Sir:-

I will appreciate your kindness if you will send to me a copy of the report made by Messrs. Husband and Robinson in connection with the recent strike or disturbance in the Fulton Bag and Cotton Mills, Atlanta, Georgia.

Thanking you for your courtesy, I am,

Very truly yours,

W. S. West

DIV. OF PUBLICATIONS & SUPPLIES
RECEIVED
OCT 13 1914
DEPT OF LABOR

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
DIVISION OF CONCILIATION
WASHINGTON

September 12, 1914.

Memorandum for the Secretary:

I desire to invite your attention to the attached letter from Mr. Chas. A. Miles, General Organizer of the United Textile Workers of America; also a copy of Agreement which the employes of the Fulton Bag and Cotton Mills of Atlanta, Ga., are compelled to sign, together with a copy of the rules said company provides for further forfeitures. Your attention is also called to the attached communication from Mr. John Golden, President, U. T. W. of A., who has just made a thorough investigation of the strike situation in the Fulton Bag and Cotton Co., which he states is now in its fourth month. Please observe the last paragraph of Mr. Golden's letter, indicated by blue pencil mark.

You will recall that Messrs. Husband and Robinson were detailed to investigate this matter last July, but they were unable to bring about a satisfactory adjustment of the controversy. If you decide to reopen negotiations with the officials of the Fulton Bag and Cotton Co. and the officers of the United Textile Workers, I would suggest that two of our most experienced Commissioners of Conciliation be detailed to settle this important strike matter.

b

J. S. Brand
Executive Clerk.

Noted
Wilson

File 33/41 September 10, 1914.

Mr. Charles A. Miles,
General Organizer,
United Textile Workers of America,
Box 1454, Atlanta, Georgia.

Dear Sir:

I beg to acknowledge, with thanks, the receipt of your letter of September 5th, inclosing a copy of the Agreement, which the employees of the Fulton Bag and Cotton Mills of Atlanta, Georgia, are compelled to sign; also, a copy of the rules said company provides for further forfeitures.

The Secretary is absent, but upon his return to the city, the Agreement in question will be brought to his attention.

Very respectfully,

T. S. Brand.
Executive Clerk.

Exact copy as signed by Mailed - 9-11-B-7 E.D.M.

B/MAM

Executive Council

SAMUEL ROSS,
62 Willis St., New Bedford, Mass.
JOHN HOBIN,
52 Pleasant St., New Bedford, Mass.
URBAN FLEMMING,
189 Lyman St., Holyoke, Mass.
GEORGE VAN VLIET,
Tilson, N. Y.
AUGUST CHRISTENSON,
608 W. Allegheny Ave., Phila., Pa.
ARTHUR McDONNELL,
2515 Potter St., Philadelphia, Pa.
JOHN FLOOD,
70 Main St., Cohoes, N. Y.

President, JOHN GOLDEN, Box 742, Fall River, Mass.
First Vice-President, JAMES LANSEY, Box 753, Fall River, Mass.
Second Vice-President, THOMAS MORGAN, Box 1662, Paterson, N. J.
Secretary-Treasurer, ALBERT HIBBERT, Box 742, Fall River, Mass.

UNITED TEXTILE WORKERS OF AMERICA

American Federation of Textile Operatives and International Union of Textile Workers consolidated November 10th, 1901. Affiliated with the American Federation of Labor.

Executive Council

JOHN TASCO,
60 Woodbury St., Wilkes-Barre, Pa.
THOMAS TAYLOR,
Loomfixers Hall, Fall River, Mass.
THOMAS O'DONNELL,
Box 203, Fall River, Mass.
MOSES L. DAIGLE,
R. F. D. 2, Lowell, Mass.
JAMES STARR,
Box 1168, Paterson, N. J.
FRANK McKOSKY, Labor Lyceum,
Second St., above Cambria, Phila., Pa.
ROBERT F. STUMP,
406 Greene Ave., Brooklyn, N. Y.
JESSE WALKER,
Box 123 Cohoes, N. Y.

Office of Secretary,
Room 34, Hudner Building.

33-41

Fall River, Mass. Sep 8th, 1914.

DEPARTMENT OF LABOR
SEP 10 1914
CHIEF CLERK

Hon William B, Wilson,

Secretary of Labor.
Washington. D.C.

Dear Sir:-

I have made a thorough investigation of the strike situat-
-ion in the Fulton Cotton & Bag Co, Atlanta, Ga ,which is now in its
f, fourth month ;I fisrt laid out lines to have the company officials
interviewed with a view of finding if there was any possible chance
of a settlement. I fisrt tried to have thos done through Gov Sleton,
his law partner being a relative of the principle owner of the firm
I was informed later that Gov Sleton could not be induced to take a
hand in the matter. I then secured through another influential source
just what I was after,namely a pary of some weight to try and feel
Mr Elseas the owner referred to above, regarding getting together.
I was informed later that although our man succeeded in making an ap-
-pointment with Mr Elseas,but when he went to see him, he war told
Mr Elseas had been called away very suddenly, our man made several
more efforts to see Mr Elseas but failed, and is now convinced the
latter dodged the interview.

Our people having been evicted from the company shacks, and with no
place to sleep, I decided to purchase a number of tents and place them
under canvass, this is now being carried out, I am enclosing a few

This paper bears the Water-Mark of the Paper Makers Union.

Executive Council

SAMUEL ROSS,
62 Willis St., New Bedford, Mass.
JOHN HOBIN,
52 Pleasant St., New Bedford, Mass.
URBAN FLEMMING,
188 Lyman St., Holyoke, Mass.
GEORGE VAN VLIET,
Tilson, N. Y.
AUGUST CHRISTENSON,
608 W. Allegheny Ave., Phila., Pa.
ARTHUR McDONNELL,
2515 Potter St., Philadelphia, Pa.
JOHN FLOOD,
70 Main St., Cohoes, N. Y.

President, JOHN GOLDEN, Box 742, Fall River, Mass.
First Vice-President, JAMES TANSEY, Box 253, Fall River, Mass.
Second Vice-President, THOMAS MORGAN, Box 1662, Paterson, N. J.
Secretary-Treasurer, ALBERT HIBBERT, Box 742, Fall River, Mass.

UNITED TEXTILE WORKERS OF AMERICA

American Federation of Textile Operatives and International Union of Textile Workers consolidated November 10th, 1901. Affiliated with the American Federation of Labor.

Executive Council

JOHN TASCO,
60 Woodbury St., Wilkes-Barre, Pa.
THOMAS TAYLOR,
Loomfixers Hall, Fall River, Mass.
THOMAS O'DONNELL,
Box 203, Fall River, Mass.
MOSES L. DAIGLE,
R. F. D. 2, Lowell, Mass.
JAMES STARR,
Box 1168, Paterson, N. J.
FRANK McKOSKY, Labor Lyceum,
Second St., above Cambria, Phila., Pa.
ROBERT F. STUMP,
406 Greene Ave., Brooklyn, N. Y.
JESSE WALKER,
Box 123 Cohoes, N. Y.

Office of Secretary,
Room 34, Hudner Building.

Fall River, Mass.,

pictures taken by our own people showing the strikers tents. Seeing no possible signs of bringing about an amicable settlement, we have made plans for a fight to a finish, believing if we have to fight for the right to organize the textile workers in the South we may just as well begin right now.

I found some fearful conditions existing at the Fulton Cotton and Bag Co plant, there are five seperate mill buildings, and not the semblance of a fire escape on any of them, with a plant employing over twleve hundred operatives when running in full. The sanitary conditions, both around the mill, and in the company shacks being simply filthy and abominable, although the city authorities had been arroused to some extent as a result of the strike situation, and were now compelling the company to make some changes in the sanitary conditions around the mill property.

About the worst feature however that I found was a system instituted by the company many years ago, which compelled every applicat for work to sign a contract, agreeing to forfeit all wages due them if they ceased work at any time without first giving two weeks notice. The Court of Appeals in Georgia about three years ago rendered a decision in favor of the company sustaining their legal right to, this contract. I talked this matter over with one of the foremost lawyers

This paper bears the Water-Mark of the Paper Makers Union.

Executive Council

SAMUEL ROSS,
62 Willis St., New Bedford, Mass.
JOHN HOBIN,
52 Pleasant St., New Bedford, Mass.
URBAN FLEMMING,
188 Lyman St., Holyoke, Mass.
GEORGE VAN VLIET,
Tilson, N. Y.
AUGUST CHRISTENSON,
608 W. Allegheny Ave., Phila., Pa.
ARTHUR McDONNELL,
2515 Potter St., Philadelphia, Pa.
JOHN FLOOD,
70 Main St., Cohoes, N. Y.

President, JOHN GOLDEN, Box 742, Fall River, Mass.
First Vice-President, JAMES TANSEY, Box 353, Fall River, Mass.
Second Vice-President, THOMAS MORGAN, Box 1062, Paterson, N. J.
Secretary-Treasurer, ALBERT HIBBERT, Box 742, Fall River, Mass.

UNITED TEXTILE WORKERS OF AMERICA

American Federation of Textile Operatives and International Union of Textile Workers consolidated November 10th, 1901. Affiliated with the American Federation of Labor.

Executive Council

JOHN TASCO,
60 Woodbury St., Wilkes-Barre, Pa.
THOMAS TAYLOR,
Loomfixers Hall, Fall River, Mass.
THOMAS O'DONNELL,
Box 203, Fall River, Mass.
MOSES L. DAIGLE,
R. F. D. 2, Lowell, Mass.
JAMES STARR,
Box 1168, Paterson, N. J.
FRANK McKOSKY, Labor Lyceum,
Second St., above Cambria, Phila., Pa.
ROBERT F. STUMP,
406 Greene Ave., Brooklyn, N. Y.
JESSE WALKER,
Box 123 Cohoes, N. Y.

Office of Secretary,
Room 34, Hudner Building.

(3) Fall River, Mass.,

in Atlanta, a Mr Ladson in whom our trades unionists have implicit con-fidence; he believes this decision can be reversed if backed up by the proper forces; I have gathered over one hundred cases which this company has, on its record, wherein it has kept the wages due to its employes as a result of the contract. I advised Organizer Mile to forward you a copy of this contract with a view if possible of your finding out something of the validity of such a contract. This pernicious system which the records will show has been worked to the limit had much to do in the past with preventing the employes from going on strike as a protest against the terrible conditions existig in the mill. I also share the opinion of our labor men in the South that if something is not done to kill this contract system, it is bound to be used more extensively as a weapon against any effort on the part of the workers to organize.

I also learned that the United States Government was a pretty good customer of the Fulton Bag & Cotton Co, in the purchase of the many kinds of bags which is used in the various branches of our Govern-ment. From present indications I don't see anything but to fight this thing out to a finish, doing our level best to expose the awful condi-tions existing both in Atlanta and other parts of the South, trustig to an awakened public concience to help us in our fight for better conditions for the textile workers in the Southern States. Trusting you have fully recoved from your indisposition. Yours Truly.

This paper bears the Water-Mark of the Paper Makers Union.

John Golden
, General President, U,T,W of A.

33
41

Executive Council

SAMUEL ROSS,
62 Willis St., New Bedford, Mass.
JOHN HOBIN,
52 Pleasant St., New Bedford, Mass.
URBAN FLEMMING,
188 Lyman St., Holyoke, Mass.
GEORGE VAN VLIET,
Tilson, N. Y.
AUGUST CHRISTENSON,
608 W. Allegheny Ave., Phila., Pa.
ARTHUR McDONNELL,
2515 Potter St., Philadelphia, Pa.
JOHN FLOOD,
70 Main St., Cohoes, N. Y.

President, JOHN GOLDEN, Box 742, Fall River, Mass.
First Vice-President, JAMES TANSEY, Box 353, Fall River, Mass.
Second Vice-President, THOMAS MORGAN, Box 1652, Paterson, N. J.
Secretary-Treasurer, ALBERT HIBBERT, Box 742, Fall River, Mass.

UNITED TEXTILE WORKERS
CONSOLIDATED
OF AMERICA

American Federation of Textile Operatives and International Union of Textile Workers consolidated November 10th, 1901. Affiliated with the American Federation of Labor.

Executive Council

JOHN TASCO,
60 Woodbury St., Wilkes-Barre, Pa.
THOMAS TAYLOR,
Loomfixers Hall, Fall River, Mass.
THOMAS O'DONNELL,
Box 203, Fall River, Mass.
MOSES L. DAIGLE,
R. F. D. 2, Lowell, Mass.
JAMES STARR,
Box 1168, Paterson, N. J.
FRANK McKOSKY, Labor Lyceum,
Second St., above Cambria, Phila., Pa.
ROBERT F. STUBBINS,
406 Green Ave., Brooklyn, N. Y.
JESSE WALKER,
Box 123 Cohoes, N. Y.

DEPARTMENT OF LABOR
AUG 15 1914
CHIEF CLERK

Office of Secretary,
Room 34, Hudner Building.

Fall River, Mass., Aug 13th, 1914.

Hon William B, Wilson.
Secretary of Labor.
Washington. D.C.

Dear Mr Wilson:-

I have decided to go to Atlanta .Ga/ to see if I can do anything to help out in the serious strike situation at the Fulton Bag & Cotton Co which has been on for the last three months with no sign of an settlement at this time.

This strike as no doubt Messrs Husband and Robinson whom you detailed to try and bring about an amicable adjustment of the matters in dis--pute have informed you in their report, has caused endless suffering to several hundred operatives many of whom have been evicted from their homes in the company houses by Negroes.

I expect to arrive in Washington next Monday and intend to call on you before leaving for Atlanta with a view of securing if possible the views and opinions of Messrs Husband and Robinson on the actual situation in Atlanta, providing of course this is possible, believing it may guide me somewhat in my future action when I arrive on the scene.

Trusting to have the pleasure of meeting you on Monday, and with best regards. Very Truly Yours.

John Golden

General President. U.T.W of A.

This paper bears the Water-Mark of the Paper Makers Union.

33
41

THE EXECUTIVE COMMITTEE OF
THE MEN AND RELIGION FORWARD MOVEMENT

HEADQUARTERS: BAPTIST TABERNACLE
78 LUCKIE STREET

ATLANTA, GEORGIA
TELEPHONE MAIN 1427

THE EXECUTIVE COMMITTEE REPORTS MONTHLY TO THE EVANGELICAL MINISTERS' ASSOCIATION

JOHN J. EAGAN, CHAIRMAN
MARION M. JACKSON, VICE-CHAIRMAN
REV. W. C. SCHAEFFER, SECRETARY
REV. JOHN E. WHITE
REV. C. B. WILMER
REV. DUNBAR H. OGDEN
REV. W. P. LOVEJOY
REV. L. O. BRICKER
J. C. LOGAN

PHILLIP WELTNER
J. K. ORR
W. W. ORR
WALKER DUNSON
H. A. ETHERIDGE
J. W. PATTERSON
H.Y. MCCORD
J. P. JACKSON
EXECUTIVE SECRETARY

Aug. 10th, 1914.

Hon. W. B. Wilson,
Secretary of Labor,
Washington, D. C.

DEPARTMENT OF LABOR
AUG 12 1914
CHIEF CLERK

Dear Sir:-

We would appreciate a copy of the report made by your representatives Messrs. Robinson and Husband in the matter of their conclusions and recommendations as to the strike at the Fulton Bag and Cotton Mills of this city.

Various rumors have been circulated including one, that their finding was, that "there was nothing to arbitrate", which make it desirable that we know the facts. We represent the Association of Evangelical Ministers whose President, Rev. L.O. Bricker, has been conducting this correspondence and we write at his suggestion.

Thanking you in advance, we remain,

Very truly,

Jno J Eagan
Ch Ex Com

33/41 August 7, 1914.

Mr. John Golden, President,
United Textile Workers of America,
Fall River, Mass.

My dear Mr. Golden;-

Replying to your letter of recent date would say that Mr. Robinson and Mr. Husband have returned from Atlanta, Georgia, and have reported that they find the employers unwilling to accept mediation, alleging that they are not seriously hampered as a result of the strike in their mills.

For the present this Department, under the circumstances, will not be able to do anything further. Later it may be that the good offices of this Department will be accepted.

Referring to the Salem situation, Mr. Powderly reports that employment was found for practically all of those who were thrown out of work as a result of the Salem fire who were willing to leave Salem for the purpose of accepting employment.

Sincerely yours,
EXACT COPY AS SIGNED BY W. B. WILSON
MAILED 8/7 BY E.S.M.
Secretary.

33
41

Executive Council

SAMUEL ROSS,
62 Willis St., New Bedford, Mass.
JOHN HOBIN,
52 Pleasant St., New Bedford, Mass.
URBAN FLEMMING,
188 Lyman St., Holyoke, Mass.
GEORGE VAN VLIET,
Tilson, N. Y.
AUGUST CHRISTENSON,
608 W. Allegheny Ave., Phila., Pa.
ARTHUR McDONNELL,
2515 Potter St., Philadelphia, Pa.
JOHN FLOOD,
70 Main St., Cohoes, N. Y.

President, JOHN GOLDEN, Box 748, Fall River, Mass.
First Vice-President, JAMES TANSEY, Box 353, Fall River, Mass.
Second Vice-President, THOMAS MORGAN, Box 1662, Paterson, N. J.
Secretary-Treasurer, ALBERT HIBBERT, Box 742, Fall River, Mass.

UNITED TEXTILE WORKERS OF AMERICA

American Federation of Textile Operatives and International Union of Textile Workers consolidated November 10th, 1901. Affiliated with the American Federation of Labor.

Executive Council

JOHN TASCO,
60 Woodbury St., Wilkes-Barre, Pa.
THOMAS TAYLOR,
Loomfixers Hall, Fall River, Mass.
THOMAS McDONNELL,
Box 203, Fall River, Mass.
MOSES L. DAIGLE,
R. F. D. 1, Lowell, Mass.
JAMES STARR,
Box 148, Paterson, N. J.
FRANK McKOSKY, Labor Lyceum,
Second St., above Cambria, Phila., Pa.
ROBERT P. STUMP,
406 Classon Ave., Brooklyn, N. Y.
JESSE WALKER,
Box 123 Cohoes, N. Y.

Office of Secretary,
Room 34, Hudner Building.

Fall River, Mass., July 24th, 1914.

Hon William B, Wilson.
Secretary of Labor.
Washington. D.C.

Dear Sir:-

I wish to thank you on behalf of our International Union for your prompt response to our request for an investigation of the conditions prevailing in the strike situation at the Fulton Bag & Cotton Co, Atlanta.Ga. and the sending of Mr Husband and Mr Herman Robinson to the scene with a view of bringing about an adjustment of the strike if possible.

We have been perfectly satisfied from the beginning of the strike to submit our case to Arbitration but the Fulton Bag & Cotton Co officials have turned down every effort that has been made to arbitrate.

The Company has resorted to every known method to defeat the strikeers, scores of familes have been evicted from the company shacks, Negroes being hired to evict the white people from their homes. We have every reason to, know that the Southern Cotton Manufacturers Association are standing behind the Fulton Bag & Cotton Co in this fight for the right to belong to a trade union.

I am enclosing you several pictures taken by our Organizer Mrs Conboy who is on the ground which will give you an idea of what is going on there. I have had no report as yet as to what success, if any, has attended the efforts of Messrs Husband and Robinson.

DEPARTMENT OF LABOR

TELEGRAM

WU Y 95 Paid Blue 6 ex

Atlanta, Ga., July 7, 1914.

Hon. William B. Wilson,
Washington, D. C.

The Evangelical Ministers Association, representing the Ministers of the Churches of Jesus Christ, in Atlanta, requests that the United States Commission on Industrial Relations, meet in Atlanta, to investigate the condition of textile workers. A strike is now on in our largest cotton mill. The striking workmen are pleading for arbitration and offer to submit the entire settlement to a disinterested Committee The mill owners refuse. The conditions are such as to demand investigation and we earnestly urge that Commission meet in Atlanta at the earlies possible date.

Rev. L. O. Bricker,
President.
Rev. A. H. Gordon,
Secretary.

July 8, 1914....845am-

DEPARTMENT OF LABOR

TELEGRAM

PO 6 Q 67 Night Letter 10 ex

Ud) Atlanta Ga June 30 1914

Hon. W. B. Wilson,

Secretary of Labor,

Washington, D. C.

Strike of Southern Textile Workers in city of Atlanta, Ga. on for seven weeks. Southern Manufacturers Association supporting policy of company. All evils of Southern Cotton mills exemplified here . Position of strikers endorsed by eighty six churches . Investigation by Federal Industrial Commission will develop unspeakable evils . Have data confirming this. Urge speedy and impartial investigation by Commission.

Chas. A. Miles,

Sara A. Conboy,

Box 1454 , Atlanta, Ga.

10. 18 A. M.

Cong Howard

Case 2608

SECRETARY.

July 9, 1914.

John Golden, President,
United Textile Workers of America,
Fall River, Mass.

Have today appointed W. W. Husband and Herman Robinson Commissioners of Conciliation on behalf of this department in the strike of the textile workers of Atlanta, Georgia.

W. B. WILSON,
Secretary.

- -

EXACT COPY AS SIGNED BY W. B. WILSON

ATTEST: Sent & MAILED 7/9 BY E.S.M

Secretary.

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DEPARTMENT OF LABOR
JUL 28 1914
CHIEF CLERK

33-41 July 24, 1914.

The Honorable,
The Secretary of Labor,
Washington, D. C.

Sir:-

The undersigned Commissioners of Conciliation have completed their duties in connection with the strike of textile workers in Atlanta, Georgia, and beg to report that for reasons hereinafter stated they were unable to bring about a settlement of the controversy.

This is a strike of textile workers employed by the Fulton Bag and Cotton Company of Atlanta, Georgia. According to Poole's Manual the capital stock of the company is $600,000. The business was founded by Benjamin Elsas about thirty years ago, and he was its active head until quite recently when he was succeeded by his son, Oscar Elsas. Several other sons are also active in the business, while a son-in-law, Mr. Phillips, is a director and general counsel for the company. Practically all of the stock is held by members of the Elsas family. Mr. Phillips is a law partner of Hon. John M. Slayton, the present Governor of Georgia. It is understood that from 1200 to 1400 persons are ordinarily employed in and about the mill.

The company manufactures cotton goods, bagging, tents and bags, and is said to be the only one of its kind in Georgia. Moreover it is said to be the only cotton mill in Georgia located in the heart of a large city.

A three days strike in the mill in question occurred in October, 1913, and following an adjustment of the difficulty some of the employees, acting independently, but with the advice of local labor authorities, undertook the organization of a local union of textile workers and elected officers on October 30, 1913. Subsequently a charter was obtained from the International Union of Textile Workers. It is alleged by the Union that soon after the formation of the organization a considerable number of its members were discharged from the mill. Organizer Charles Miles of the International Union reached Atlanta January 20, 1914, but remained for only a few days. He was again in Atlanta from April 29 to May 1 and returned there May 5. In the meantime, the strikers state, about 80 employees were discharged from the mill, among them being about ten who were not members of the union but who had attended its meetings, which were open to all. Between May 5 and May 20, when the present strike began, several others were discharged, it is claimed.

On the other hand the employers state that the workers in question

were not discharged because of affiliation with the Union. They further state that approximately five hundred employees were discharged between the October and May strikes, and that the number was not unusual because much floating labor is employed; the number of labor contracts made during an average year approximating ten thousand. It was learned from other sources that on account of its location in a large city the floating labor employed by the Fulton Bag and Cotton Company greatly exceeds that of any other textile mill in Georgia.

In this regard your Commissioners are of the opinion that during the period of time in question a considerable number of employees, some of whom had worked several years in the mill, were discharged because of membership in the union.

According to the union's records, as stated to your Commissioners, the following events immediately preceded the present strike:

May 5 - At a mass meeting it was voted to strike but on Organizer Miles' advice such action was withheld in order that he might first confer with other union officials.

May 9 - The union's records do not appear to refer to a meeting on this date (said to be due to a change in secretaries), but according to private record of Organizer Miles the union voted to strike provided a conference with employers could not be arranged.

May 12 - Organizer Miles stated at a meeting that he was going to Washington to confer with union officials and advised against calling a strike until he had secured the approval of the International Union. Mr. Miles stated that he went to Washington May 15, and left matters in charge of local officials.

May 15 - A meeting was addressed by President S. B. Marks, of the Georgia Federation of Labor, who advised action in the matter of calling a strike be withheld until Mr. Miles' return.

May 19 - By a secret ballot it was voted that a strike be called by ten o'clock on the morning of May 20th unless a conference with employers could be arranged for before that hour. It is shown that President Marks addressed a letter to Oscar Elsas stating the demands of the workers (See Exhibit A). Mr. Marks stated that the letter in question was delivered at the company's office at about four o'clock p. m. No reply was received.

May 20 - The strikers state that a committee of workers, accompanied by Louis P. Marquardt, a member of the executive board of the Atlanta Federation of Trades, went to the office and asked for a conference with Oscar Elsas. Mr. Elsas returned word that he was busy and could not see them. Immediately thereafter a strike was called by prearranged signal.

Statements as to the number who came out at that time vary greatly. Members of the union's committee place it at from three hundred fifty to four hundred. Mr. Marquardt says the number did not exceed two hundred while the employers insist that only seventy-eight workers responded. Members of the committee estimate that about one hundred workers remained out of the mill on the morning of the 20th in anticipation of the strike, and that at noon and at the close of work on the same day between one hundred fifty and two hundred additional came out. They further claim that during the remainder of the week (May 21 - 23) about one hundred to one hundred fifty more came out, many of these, in anticipation of the strike, having given notice of quitting on May 18, and worked the required

five days in order to get wages withheld under the rules of the company (See Exhibit B). The committee claim that an aggregate of about eight hundred fifty workers left the mill between May 19 and May 25.

Great difficulty was experienced in getting anything like exact information as to the number involved but finally union officials submitted a list of five hundred fifty-three alleged members of the union. This list included those said to have been discharged prior to the strike because of membership in the organization; those who came out at the time of strike; at various times on the day of the strike, and subsequent to the strike. Union officials also claim that a considerable number came out who did not join the union and therefore who are not included in the list submitted.

Oscar Elsas claims that the actual strikers include only those who went out on signal of the strike committee, on the morning of May 20, which number be places at seventy-eight, but he will not concede that those who left the mill at other times are strikers. At the time of our first conference with Mr. Elsas, July 16, he denied that the mill was greatly handicapped by the strike and that with twenty-six additional weavers the mill would be operating at its normal capacity. At the time of our last conference, July 21,

Mr. Elsas claimed that only twelve additional weavers were needed. On both occasions Mr. Elsas stated that the strike was giving the company no serious trouble so far as the operation of the mill was concerned.

At both conferences Mr. Elsas absolutely and positively refused to consider any proposal which in any way had for its object an adjustment of the controversy. He said that such an adjustment is entirely unnecessary as the mill is being satisfactorily operated with the present force.

This decision on the part of Mr. Elsas was repeatedly stated, and he was particularly emphatic in this regard in replying to our suggestion that after a careful study of the situation we were convinced that the actual differences between the contending parties were not great and could be adjusted without difficulty.

Respectfully,

Herman Robinson

H. H. Husband

Commissioners of Conciliation.

Wi

33/41

Executive Council

SAMUEL ROSS,
62 Willis St., New Bedford, Mass.
JOHN HOBIN,
52 Pleasant St., New Bedford, Mass.
URBAN FLEMMING,
188 Lyman St., Holyoke, Mass.
GEORGE VAN VLIET,
Tilson, N. Y.
AUGUST CHRISTENSON,
608 W. Allegheny Ave., Phila., Pa.
ARTHUR McDONNELL,
2515 Potter St., Philadelphia, Pa.
JOHN FLOOD,
70 Main St., Cohoes, N. Y.

President, JOHN GOLDEN, Box 742, Fall River, Mass.
First Vice-President, JAMES TANSEY, Box 353, Fall River, Mass.
Second Vice-President, THOMAS MORGAN, Box 1662, Paterson, N. J.
Secretary-Treasurer, ALBERT HIBBERT, Box 742, Fall River, Mass.

UNITED TEXTILE WORKERS OF AMERICA

American Federation of Textile Operatives and International Union of Textile Workers consolidated November 10th, 1901. Affiliated with the American Federation of Labor.

Executive Council

JOHN TASCO,
60 Woodbury St., Wilkes-Barre, Pa.
THOMAS TAYLOR,
Loomfixers Hall, Fall River, Mass.
THOMAS O'DONNELL,
Box 203, Fall River, Mass.
MOSES L. DAIGLE,
R. F. D. 2, Lowell, Mass.
JAMES STARR,
Box 1168, Paterson, N. J.
FRANK McKOSKY, Labor Lyceum,
Second St., above Cambria, Phila., Pa.
ROBERT F. STUMP,
406 Greene Ave., Brooklyn, N. Y.
JESSE WALKER,
Box 123 Cohoes, N. Y.

Office of Secretary,
Room 34, Hudner Building.

Fall River, Mass.,

DEPARTMENT OF LABOR
JUL 6 1914
CHIEF CLERK

Hon William B,Wilson,
Secretary of Labor.
Washington. D.C.

Dear Sir:-

In the city of Atlanta,Ga. a strike of textile workers is in progress ,I am enclosing you a circular appeal that is now being sent broadcast through the country which will give you some of the salient facts in relation to the strike and its causes.

We are of the opinion that we may be now facing a fight for the right to organize the textile workers of the South as a means of lifting them from their present deplorable and un-American conditions ,that has every appearance of becoming of a general character. If this is so the United Textile Workers of America is quite prepared to use its best efforts to meet such a situation,believing as we do that only by a thorough or--ganization of the textile workers of the South can the terrible con--ditions that have existed in the textile industry there since its first inception in that part of the country ~~can they~~ be abolished.

,We are informed by our International Representatives who are on the ~~gro~~ ground in Atlanta, that steps are being taken by the people of Atlanta to request through you that a Federal investigation be made of the general codditions existing in the State of Georgia among the textile workers, and that an immediate investigation be made of conditions now prevailing at the Fulton Bag & Cotton Co,Atlanta. Ga.I am instructed to ,inform you that at a meeting of our Executive Board today we voted to

This paper bears the Water-Mark of the Paper Makers Union.

Executive Council

SAMUEL ROSS,
62 Willis St., New Bedford, Mass.
JOHN HOBIN,
52 Pleasant St., New Bedford, Mass.
URBAN FLEMMING,
188 Lyman St., Holyoke, Mass.
GEORGE VAN VLIET,
Tilson, N. Y.
AUGUST CHRISTENSON,
608 W. Allegheny Ave., Phila., Pa.
ARTHUR McDONNELL,
2515 Potter St., Philadelphia, Pa.
JOHN FLOOD,
70 Main St., Cohoes, N. Y.

President, JOHN GOLDEN, Box 742, Fall River, Mass.
First Vice-President, JAMES TANSEY, Box 353, Fall River, Mass.
Second Vice-President, THOMAS MORGAN, Box 1662, Paterson, N. J.
Secretary-Treasurer, ALBERT HIBBERT, Box 742, Fall River, Mass.

UNITED TEXTILE WORKERS OF AMERICA

American Federation of Textile Operatives and International Union of Textile Workers consolidated November 10th, 1901. Affiliated with the American Federation of Labor.

Executive Council

JOHN TASCO,
60 Woodbury St., Wilkes-Barre, Pa.
THOMAS TAYLOR,
Loomfixers Hall, Fall River, Mass.
THOMAS O'DONNELL,
Box 203, Fall River, Mass.
MOSES L. DAIGLE,
R. F. D. 2, Lowell, Mass.
JAMES STARR,
Box 1168, Paterson, N. J.
FRANK McKOSKY, Labor Lyceum,
Second St., above Cambria, Phila., Pa.
ROBERT F. STUMP,
406 Greene Ave., Brooklyn, N. Y.
JESSE WALKER,
Box 123 Cohoes, N. Y.

Office of Secretary,
Room 34, Hudner Building.

(2) *Fall River, Mass.,* ,

join in this request for a Federal Investigation especially as to con--ditions now prevailing at the Fulton Bag & Cotton Co, of Atlanta.Ga. upon which ground we are justified in calling for such an investigation of general conditions prevailing in the Textile Industry of the State of Georgia.

We are prepared when called upon to furnish all data that may be in our possession to facilitate such an investigation, and furthermore court the fullest investigation in connection with our part in the strike now on at the Fulton Bag & Cotton Co.

Trusting you will give (this) the careful consideration which we believe the situation warrants, .

Very Truly Yours.

John Golden

General President.
United Textile Workers of America.

J/m.

This paper bears the Water-Mark of the Paper Makers Union

AN URGENT APPEAL TO ALL WHO LOVE LIBERTY TO ASSIST IN STAMPING OUT FOR ALL TIME INDUSTRIAL WHITE SLAVERY IN THE COTTON MILLS OF THE SOUTH.

Does Industrial White Slavery Prevail in the Southern States?

Read the following Facts and Judge for Yourselves.

Last October 1,200 textile workers employed in the Fulton Bag & Cotton Co., Atlanta, Ga., formed a union under the United Textile Workers of America and the American Federation of Labor. Why did they form this union? Simply to make an effort to emancipate themselves from the horrible conditions under which they had been compelled to work for years. Low wages, long hours of labor, unsanitary conditions, tyranical bosses, overworked women, employment of little children of tender years, filthy company shacks, were some of the brutal and uncivilized conditions under which this company has managed to make millions of dollars for those who neither weave nor spin.

When the company learned of the existance of the union they immediately began to discharge the active members. Every effort to secure their reinstatement having failed a strike was declared. 1,200 workers, the majority of them sad eyed, overworked women and children left their employment as a protest against the discrimination of those who had dared to join an American labor union.

The battle is now on and in the interest of humanity must be won by these workers, who on account of the miserable low wages paid them while making wealth for the mill owners, were at all times but twenty-four hours from the bread line.

Families by the wholesale have been evicted from the company's shacks by burly Negroes hired for the purpose. Just imagine white Southern Americans, mothers with little babies in their arms, little white children taken f om their little beds and thrown out on the streets by Negroes in this enlightened twentieth century, all because their parents dared to join a labor union.

It is impossible to describe the intense poverty and wretchedness of the textile workers in the southern cotton mills working in the company's mill, dealing at the company's store, dwelling in company's shacks. They are owned body, soul and boots by the mill owners, and exploited to "the utmost from the day of their birth to the silence of the grave." Toiling for long hours in the mill, they are unable to earn sufficient to provide the common necessities of life, and are "driven by the lash of poverty" to sacrifice their children and see their lives spun into profit for the mill owners, that their meagre wages may supplement the wages of their parents. Some of these children of tender years are working for as low as 32 cents per week, suffering from a vicious system of fines, forfeitures and dockages. Driven to desperation these 'white slaves' of the Fulton Bag & Cotton Company struck in an effort to maintain their newly formed union. The company has declared all back pay owed to the strikers forfeited and refuses to pay. While owing these wages the company has under a three days notice evicted 85 families of the strikers from their miserable homes. Sick women were thrown homeless into the street—over a protest of doctors—by the hired niggers, and every conceivable indignity has been heaped upon these poor strikers. In the face of this damnable injustice to defenceless men, women and little children the press of the city, with one exception, has been deaf, dumb and blind to their cry, fearing the powerful influences of the manufacturers' association. The United Textile Workers of America and the Atlanta Federation of trade has taken up this fight and are determined to secure the emancipation of the "southern white slaves" from industrial serfdom. A commissary has been established to feed the two thousand men, women and children involved in the strike. Provision has been made to care for the evicted families, but more money must be provided to carry on this work to a successful conclusion. The strikers are determined to win. All that they ask is food for their wives and little ones that they may be able to continue their fight until this abominable system of "white slavery" is abolished and the door of hope and opportunity is opened wide for themselves and their offsprings. This appeal on their behalf by the United Textile Works of America is made to the "great heart of organized labor"

Hired thugs masquerading under the name of detectives are intimidating the strikers and breaking up the picket lines. One of our organizers was arrested because he dared to protest against this inhuman treatment.

Eighty-six churches in Georgia have protested against this treatment of white people.

We are caring for these people to the best of our resources. Funds are needed badly to feed, house and clothe the men, women and little children who are making a noble and determined fight for an American standard of living and the right to belong to a union.

The fight is now on to free the industrial white slaves of the southern textile mills. Child labor must go in the south. Long hours of labor is doomed in the cotton mills of the southern states. The first gun has been fired in Atlanta, Ga. We call upon all lovers of liberty, humanity and real Americanism to help us, in this the struggle for human freedom. Help is needed and needed "now."

Send all donations to Albert Hibbert, Secretary-Treasurer, United Textile Workers of America, Box 742, Fall River, Mass.

Signed on behalf of the United Textile Workers of America, affiliated with the American Federation of Labor,

JOHN GOLDEN, General President.
ALBERT HIBBERT, General Secretary-Treasurer.

DIVISION OF CONCILIATION

OFFICE OF THE SECRETARY
WASHINGTON

Kansas City, Missouri,
October 19. 1917.

Mr. Hugh L. Kirwin,
Assistant to the Secretary
Department of Labor,
Washington

My Dear Mr. Kerwin:-

Your favor of October 17th calling my attention to some preliminary, as well as final reports received.

On October the 5d, I mailed preliminary reports among which was one that covered the Cudahy Packing Company, as well as the other Packing Companies in Kansas City, Kansas. However, it may have become misplaced, so I am mialing you a duplicate preliminary report in reference to said packing houses.

The original request for a conciliator was for the Cudahy Packing Company, intwenty four hours after my arival, the strike had spread so that it covered all of the packing house Industries in Kansas City, Kansas, and in my final report it will be necessary that I make it as one strike. Said report I hope to be able to file in the very near future.

In reference to the Proctor and Gamble Strike, of which I wired you this morning, was settled last night at a meeting that was very stormy. Mr. Feick did some splendid work in Cincinnati when he got Mr. Proctor to consent to not to discriminate against the employees of the Proctor & Gamble Soap Company for being members of Organized Labor. That Company held out as long as possible and the only reason that they ever consented to make an agreement, was because of the fact that they have a new building in the course of construction, on which is employed about four hundred mechanics, all member of the various organizations. These men all refused to work and had the building tied up, and had made the statement to me time and time again that the building would be never finished until the Soapmakers declared the strike off, or the Proctor and Gamble people recognized the right of its employees to organize.

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DIVISION OF CONCILIATION

H.L.K. #2

I neglected to mention in reference to the strike of the Pattern Makers at Indinnaplois, that I had mailed a preliminary report from Indianapolis. However, I may be mistaken, and upon my return to St. Louis, on next Tuesday, I will look up the data and mail preliminary report at that time. I am certainly glad that all of the strike in Kansas City have been settled, for in the beginning it looked very much like an ugly situation that could have easily have turned into a general strike.

With kindest regards, I remain,

Yours very truly,

Patrick F. Gill

Noted HLK

61

WASHINGTON

PRELIMINARY REPORT OF COMMISSIONER OF CONCILIATION.

RE Cudahy Packing Co. and The Packing Industries of Kansas City Kas Oct 31, 1917

Mediation requested by T. A. McCreash Organizer of Meat Cutters of A. A.

Commissioner Patrick F. Gill

Date of assignment September 9th, 1917

To the HONORABLE, THE SECRETARY OF LABOR:

For your information I have the honor herewith to submit a preliminary report of my efforts as Commissioner of Conciliation

in the { ~~trade dispute~~ / ~~impending strike~~ / strike } affecting { Cudahy Packing Co., Armour & Co. / Swift & Co. Nelson & Co. Morris & Co. }

Questions involved: Hours conditions wages and the right to organize.

Number of employees directly affected 12500

Number of employees indirectly affected 3000

Status of negotiations prior to arrival Three thousand men & women out on strike

Conferences held at Daniels Hall and Muehlebach Hotel with

T. A. McCreash and Committee representing Cudahy Packing Co. Employees (Date.) 9/10/17

representing , (Date.)

Mr Hale - Mr Yocum and Mr Murphy } representing Cudahy Packing Company (Date.) 9/10/17

representing , (Date.)

T. A. McCreash & Committee } representing Employees of all Packing Houses (Date.) 9/12/17

representing Kansas City Kans , (Date.)

Eighteen Managers & Asst Mngr of all Packing Houses of Kansas City Kas representing Cudahy & Co. Armour & Co. Swift & Co. Nelson & Co. Morris & Co. (Date.) 9/13/17

Remarks:

At the called meeting at the Muehlbach Hotel agreements were entered into and the strike declared off.

Patrick F. Gill
Commissioner of Conciliation.

14—763 (Address.)

October 12, 1917.

Honorable William H. Thompson,
United States Senator,
Kansas City, Kansas.

My dear Senator:

Referring to your call at the Department of Labor this morning relative to the strike situation in Kansas City, Missouri, and your suggestion that we detail Mr. Fyke as a Commissioner of Conciliation to assist in bringing about a settlement of the various controversies, we immediately wired for a status of the strike situation and at 2.50 PM today received a telegram stating that the Peet Brother's strike had been settled and that the only remaining strike was that at the Proctor and Gamble Works and the outlook was very bright for a settlement of that controversy within the next twenty-four hours. We would be very glad if you would quietly look into the situation and wire us your impression of the situation and whether or not you think it necessary for us to assign Mr. Fyke. If you deem it wise we shall be very glad to have him proceed to Kansas City.

With kindest personal regards, I remain

Sincerely yours,

EXACT COPY AS SIGNED BY HON. L. ROBERT
MAILED 10/12/17 BY

Assistant to the Secretary.

K/S

File
E&6

Hon. W. B. Wilson,
Secretary of Labor,
Washington, D. C.

Mr. Secretary:

Answering more fully your telegram of Saturday, in reference to the variosu strikes in Kansas City, I am submitting herewith the following:

Agreements have been entered into that were satisfactory both to the Packing House Employees, as well as Cudahy Packing Co. (33-672), Swift & Co. (33-672), Armour & Co., Armour & Co., Wilson & Co, Morris & Co., and Thomas Ruddy Company (33-704).

The reason for separate agreements was that in my opinion it was better as it might prevent a general strike in the industries in the future.

33-703

As to the National Stock Yards, the men all returned to work after being out three days with an increase of two and one-half cents per hour, but they did not ask for recognition of any organization.

33-690

As to the Brotherhood of Railway Clerks and Freight Handlers, a very mean situation entered into this affair by reason of the fact that the switchmen in the Kansas City Terminal Yards were known as No-bills, or men that did not belong to the Trainment at the Switchmen's organization. However the strike was declared off last Sunday. The Clerks and Freight Handlers to work on the various Railroads with the exception of the Yard Clerks employed by the Santa Fe Railroad.

33-681

In reference to the Proctor & Gamble Soap Works, and the Peet Brothers Soap Company, Proctor & Gamble are still closed down, where they employ about eight hundred men and women. Peet Brothers are attempting to run their Plant with about one third of their regular force to wit about seven hundred people, but the plant is being picketed day and night by the strikers. Both of these strikes could be very easily settled as the strikers have waived all demands except the right to be members of Soap Workers Unions, as well as the elimination of the Bonus system to a straight wage.

Unfortunately, Mr. Skillman, Kansas City manager of Proctor & Gamble, and Mr. Dalton of Peet Brothers, have taken the position that they will not deal with any committee, but will only deal with their employees individually. However, I am still in hopes that they will recede from this position, and some kind of a steelement may be made within the next few days. Another feature is the fact that the Business Mens Association of Kansas City are daily advertising in the Kansas City Papers, strengthening the position taken by Messrs Skillman and Dalton.

There has been considerable work in carrying out the details of the Settlement made by the Packers and also by the various Railroads in trying to get the men back to their former positions. Everything is straightened out except Proctor & Gamble and Peet Brothers Soap Companies but I trust that everything will be settled within the next two or three days.

Respectfully Submitted,
Patrick F. Gill.

Noted
File

FOR THE ORIGINAL OF THIS LETTER SEE FILE 33-681.

October 2, 1917.

Hon. W. B. Wilson,
Secretary of Labor,
Washington, D. C.

Mr. Secretary:

Answering more fully your telegram of Saturday, in reference to the variosu strikes in Kansas City, I am submitting herewith the following:

Agreements have been entered into that were satisfactory both to the Packing House Employees, as well as Cudahy Packing Co., Swift & Co., Armour & Co., Armour & Co., Wilson & Co. Morris & Co., and Thomas Ruddy Company(33-704).

33-673 33-673

The reason for separate agreements was that in my opinion it was better as it might prevent a general strike in the industries in the future.

33e703

As to the National Stock Yards, the men all returned to work after being out three days with an increase of two and one-half cents per hour, but they did not ask for recognition of any organization.

33-690

As to the Brotherhood of Railway Clerks and Freight Handlers, a very mean situation entered into this affair by reason of the fact that the switchmen in the Kansas City Terminal Yards were known as No-bills, or men that did not belong to the Trainment at the Switchmen's organization. However the strike was declared off last Sunday. The Clerks and Freight Handlers to work on the various Railroads with the exception of the Yard Clerks employed by the Santa Fe Railroad.

33-681

In reference to the Proctor & Gamble Soap Works, and the Peet Brothers Soap Company, Proctor & Gamble are still closed down, where they employ about eight hundred men and women. Peet Brothers are attempting to run their Plant with about one third of their regular force to wit about seven hundred people, but the plant is being picketed day and night by the strikers. Both of these strikes could be very easily settled as the strikers have waived all demands except the right to be members of Soap Workers Unions, as well as the elimination of the Bonus system to a straight wage.

Unfortunately, Mr. Skillman, Kansas City mangger of Proctor & Gamble, and Mr. Dalton of Peet Brothers, have taken the position that they will not deal with any committee, but will only deal with their employees individually. However, I am still in hopes that they will recede from this position, and some kind of a steelement may be made within the next few days. Another feature is the fact that the Business Mens Association of Kansas City are daily advertising in the Kansas City Papers, strengthening the position taken by Messrs Skillman and Dalton.

There has been considerable work in carrying out the details of the Settlement made by the Packers and also by the various Railroads in trying to get the men back to their former positions. Everything is straightened out except Proctor & Gamble and Peet Brothers Soap Companies but I trust that everything will be settled within the next two or three days.

Respectfully Submitted,
Patrick F. Gill.

FOR THE ORIGINAL OF THIS LETTER SEE FILE 33-681.

PRELIMINARY REPORT OF COMMISSIONER OF CONCILIATION.

October 3, 1917, 191

RE Thomas Ruddy Packing Company

Mediation requested by T. A. McCreash

Commissioner Patrick F. Gill

Date of assignment Sept 25th, 191 7

To the HONORABLE, THE SECRETARY OF LABOR:

For your information I have the honor herewith to submit a preliminary report of my efforts as Commissioner of Conciliation

in the { ~~trade dispute~~ / impending strike / ~~strike~~ } affecting { Four hundred men

Questions involved: Hours, Wages the right to organize.

Number of employees directly affected

Number of employees indirectly affected

Status of negotiations prior to arrival

Conferences held at with

representing , (Date.)

representing , (Date.)

representing , (Date.)

representing , (Date.)

representing , (Date.)

representing , (Date.)

Remarks: At the time of the settlement of the other packing house strikes, the Thomas Ruddy Packing Company was not operating, but was willing to accept the same settlement that was made with the other packing Industries. The settlement was merely a formal matter.

Patrick F. Gill
Commissioner of Conciliation.

1215 Commerce Bldg Kansas City Mo
(Address.)

14—763

Note
HK

PRELIMINARY REPORT OF COMMISSIONER OF CONCILIATION.

October 3, 1917, 191

RE Cudahy and Packing Industries
Kansas City, Kansas.

Mediation requested by T. A. McCreash, Pres. Meatcutter's Union

Commissioner Patrick F. Gill

Date of assignment September 9th, 1917

To the HONORABLE, THE SECRETARY OF LABOR:

For your information I have the honor herewith to submit a preliminary report of my efforts as Commissioner of Conciliation

in the { ~~trade dispute~~ / ~~impending strike~~ / strike s } affecting { Armour & Co., Cudahy & Co., Swift & Co., Morris & Co., Wilson & Co., and about

Questions involved: Hours, Conditions, Wages and the Right to Organize.

Number of employees directly affected 12 500

Number of employees indirectly affected 3 000

Status of negotiations prior to arrival ~~Three thousand men out on strike~~

Conferences held at Daniels Hall & Muehlbach Hotel with

T. A. McCreash & Com. representing Employees of Cudahy Pkg. Co. 9-10-17 (Date.)

Mr. Hale & Mr. Yocum representing , (Date.)

and Mr. Murphy representing Cudahy Packing Company 9-10-17 (Date.)

T. A. McCreash & Com. representing All Packing house Employees 9-12-17 (Date.)

Eighteen Men representing All Packing house Employers (Date.)

representing at the Muehlbach Hotel 9- (Date.)

representing ~~at which final settlement~~ (Date.)

representing was made , 9-13-17 (Date.)

Remarks:

Notes HLK

Patrick F. Gill
Commissioner of Conciliation.

1215 Commerce Bldg Kansas City, Mo
(Address.)

14—763

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVED AT WYATT BUILDING, COR. 14TH AND F STS., WASHINGTON, D. C. ALWAYS OPEN

195KSAW 89GVT

YA KANSASCITY MO 1 35P SEP 12 1917

W B WILSON

4036 SECY OF LABOR WASHN DC

SERIOUS STRIKE SITUATION HERE CUDAHY PACKING CO PEET BROTHERS PROCTER AND GAMBLE ENTIRELY CLOSED ARMOURS WILSON AND COMPANY AND OTHER PACKERS BADLY CRIPPLED ALL HAVE LARGE GOVERNMENT CONTRACTS THOUSANDS PARADING STREETS MAN GIVING NAME PATRICK GILL CLAIMS TO BE REPRESENTING YOU HAS HE YOUR AUTHORITY THIS COMMUNITY PREFERS FREDERICK L FEICK WHO SETTLED STREET CAR STRIKE BE SENT HERE BY YOU TO SETTLE THIS TROUBLE GILL FAILED TO KEEP APPOINTMENTS TODAY AND CANNOT BE FOUND WIRE

W H THOMPSON
US SENATOR

435P

DEPARTMENT OF LABOR

TELEGRAM

18WU Y 65 Paid G R

Mt....Kansas City, Mo., Sept. 12, 1917

Hon. W. B. Wilson,

Secretary of Labor,

Washington, D. C.

At the request of Mr. Yoakum, General Manager, for Cudahy Packing Co. I have consented to act as conciliator for Armour and Co. Wilson and Co. Morris and Co. Swift Packing Co., all of whose employees total about twenty thousand are out on strike. Wire authorization care Redmond S. Brennon twelve fifteen Commerce Bldg.

Patrick F. Gill.

107p

SCREENED
By KKW NARS, Date 4/4/84

DEPARTMENT OF LABOR
OFFICE OF THE CHIEF CLERK

NO. 33

SUBJECT: CONTROVERSY: PENSACOLA SHIPBLDG. CO.,
BAY POINT, FLA.

14—193 946

33/946

RECEIVED APR 28 SECRETARY'S OFFICE

Hon.Wm.B.Wilson,
Secretary of Labor,
Washington,D.C.,

Esteemed Sir:--

I have the honor to report that the 24 hours' strike of 637 boilermakers, riveters,ship carpenters,etc., at the plant in Pensacola,Florida,of the Pensacola Ship building Co., was ended abruptly by M.J.Gleason,national organizer of the International Boilermakers' Union (who ordered them to resume work at once) at the direct instance of President, Weygand,of that body.

The men struck because of the refusal of the corporation to fire General Superintendent Donaldson,a capable,energetic and all-round shipbuilder,against whom they felt a charge of unfair treatment would hold.Investigation showed the in-justice of such a charge. Their other complaints resulted in the dismissal of General Manager Ketteler,whom they charged with replacing ,or rather displacing white men with negroes"after a six months' course in boilermaking." Ketteler's contention was that "negroes were every bit as good as white men,and a six months' course at learning boilermaking would make them as competent boilermakers as the white men!" Gleason showed that Kettler's intentions were as unjust to the white men as they were to the corporation,and that he really was doing his best to stir up serious trouble. Kettlerers career is not all that might be desired;and his record of late is rather unsavory.

To President Weygand,Organizer Mike Gleason,and General Superintendent Donaldson should go the sole credit for so speedily and satisfactorily ending this strike.

I am,Esteemed Sir,

Your Obedient Servant,

Robert M. McWade,

United States Commissioner of Conciliation .

noted
4/4
CJL

4-63

493BMT 325PM 68 GOVT 325PM

BR WASHN DC 4 15

APR 28
SECRETARY'S
OFFICE

ROBERT M MCWADE

HOTEL MONETLEONE NO LA

EMPLOYMENT SERVICE FORWARDS TELEGRAM FROM EXAMINER MCNEIR PENSACOLA FLA ADVISING STRIKE ONE THOUSAND SPECIALISTS BOILER MAKERS AND SHIP YARD WORKERS PENSACOLA CAN YOU LOOK INTO THE MATTER AT ONCE ANSWER

KERWIN

Yes send all facts to me here quick. McWade

7. The above terms and conditions shall be binding upon the receiver as well as the sender of this telegram.
8. NO EMPLOYEE OF THIS COMPANY IS AUTHORIZED TO VARY THE FOREGOING.
CLARENCE H. MACKAY, PRESIDENT.

In Re Pensacola Marine Construction Company

Pensacola, Fla., March 31, 1919.

RECEIVED
APR 28
SECRETARY'S
OFFICE

33/946

HON. WM. B. Wilson,
Secretary of Labor,
Washington, D.C.,

Esteemed Sir:--

In accordnace with my instructions to take up and adjust the trouble between the Pensacola Marine Construction Co., and its employes, I conferred with W.T. Bedsole, master shipwright, and others, and ascertained that the corporation failed to carry out any of its agreements with its upwards of 100 men, comprising ship carpenters, pipe fitters, electricians, etc., that its General Manager Blount, and his superintendent Bledsworth carried out a merciless and brutal system of blacklisting, and that some of its loyal and capable employes, notably Mr Bedsole, were arrested and jailed on false charges with the connivance of debauched police, until the men lost out none of them remaining in its employ at the close of the past year.

Through various causes the Pensacola Marine Construction Co., has gone out of existence, its assets, comprising machinery, etc., have been purchased by an entirely new organization, which, has, however, retained in its employ both Blount and Bledsworth, whose anti-labor activities ought hereafter to be closely watched, for, I am satisfied that both are conscienceless and their continuance in the shipbuilding industry a dangerous menace to law and order, as well as to the moral and material welfare of the workmen whom they may unfortunately have in their employ, or working under their command.

I am, Esteemed Sir,

Your Obedient Servant,

Robert M. McWade

United States Commissioner of Conciliation.

noted

33-946
3-31

1123

Union # 1606
Milton Fla.

APR 28
SECRETARY'S
OFFICE

March 22, 1918.

We, the undersigned, desire to make a complaint against the treatment accorded us by Mr. W. W. Betsworth the (Mgr. or Supt.) for the Pensacola Marine Ship building Co., in regard to giving us a release, after our committee had gone to see him, and see if he wouldn't give us some satisfactory assurance when we caould expect a settlement of the wage scale authorized by the Wage Adjustment Board.

He, Mr. W. W. Bedsworth utterly ignored our committee and we all walked out 'til we could get some satisfactory assurance of a settlement.

There were no threats or violence of any kind made against the Ship Building Co., by any union man. We were offered a job by the Supt. of the Marine Shipbuilding Co., but he stated that we would have to have a release from the Pensacola Marine Shipm Building Co., We then went to the Supt. or Manager, Mr. W. W. Betsworth for the Pensacola Marine Ship Building Co., and he refused to give us any release and we have been out of wmployment since.

Sworn to before me this 22nd day of March, 1918.
John E Williams.
My commission expires March 22, 1922.

W. P. Dixon. Seal.

J. H. Simmons. Seal.

Chas. Hinote. Seal.

B.

To Whom it may concern:

This is to certify after being employed for nearly three months by the Pensacola Marine Shipbuidling Co., I was laid off for a few days so Mr Betsworth told me. But said he did not want me to look for another job for he would need me again and after I was layed off untill I was forced to do something I was told I was not needed there any more.

Themn I went to Mr. Campbell Supt. at the yard of the St. Roas Marine Co., and told I could get a job with him but I would just have to get and bring him a release from the other yard as the Government required him to get a release. I went to Mr. Betsworth , also Mr. Blunt and asked for the release and they failed to give it to me until March 11, 1918 They kept me out of a cjob from January 26th to March 11th a period of 44 days with my wife and four small children and a helpless Mother on me for dependance and I did not have anything a head for I was only getting $2. 75 for 9 hours work when they laid me off January 26th and the way I was treated caused my family to lack for actual necessities and I can really prove these facts.

(Signed) H W Jones. A painter.

Signed abd voluntarily.

C.

Mr. Thomas E. Carroll,
Examiner, Fifth & Sixth Districts,
Battle House,
Mobile, Alabama.

RECEIVED
APR 28.
SECRETARY'S
OFFICE

Dear Sir:-

On or about March 15th I was employed by the Bagdad Shipbuilding Company and was taken sick and was unable to go back to work until April 12th. When I reported for duty Mr. Oliver refused to give me work. I went to work at the plant of the Bagdad Land & Lumber Co., work four and a half days and was told by my foreman that I would have to have a release from the Bagdad Shipbuilding Company or quit work. He gave me time in which to secure a release or see Mr. Olver, the Superintendent of the Bagdad Shipbuilding Company to get same.

When I went to the ship yard the guard or gate tender told me I would have to have a permit to see Mr. Oliver, so he went to get same and he (Mr. Oliver) said he did not come to give releases and was not going to and said he did not want me to come to the office, as he had no talk for me and I had to leave without release, also had to leave my job on account of same.

I went to the Santa Rosa Marine Shipbuilding Company and applied for a job and Mr. Campbell, Superintendent, asked me if my name was on that list. He stated that he would be glad to give me employment but he would first have to consult his list, so after getting his list my name was on same, so he asked if I was in the "walk out" at the Bagdad Shipbuilding Company's plant. I stated, no that I was at home sick in bed at the time. Then he, Mr. Campbell, Superintendent of the Santa Rosa Marine Shipbuilding Company, said he could not work me without a release, as all the ship yards had signed an agreement not to work any men without release from the other yards.

I then applied to a private contractor, with the same results, that he would be glad to have me if I had the release.

Now as a result of the above releases asked for, I was forced to leave my wife and family and seek employment elsewhere and if I am in peonage I would like to know it.

Respectfully yours,

W a Waller

EMP. 1

DEPARTMENT OF LABOR

U. S. EMPLOYMENT SERVICE

Pensacola, Fla.
April 16th, 1919

IN ANSWERING REFER TO
No.

RECEIVED APR 28 SECRETARY'S OFFICE

Mr. Robert M. McWade,
Commissioner of Conciliation
c/o Hotel Monteleone,
New Orleans, La.

Dear Mr. McWade:

Replying to your wire of even date will state that the strike has been settled here today and that the men return to work in a body in the morning.

Yours very truly,

Wm. V. McNeir,
Examiner in Charge.

McN/EMS

This fellow's alleged report tells nothing — not even the title of the shipbuilding concern. He didn't even look into the matter — not even after Duke Gerson had ordered the boys back to work. Wow!

DEPARTMENT OF LABOR

TELEGRAM

WU 56 Q 42 GOVT.

New Orleans, La., Apr. 29, 1919.

Hon. Hugh L. Kerwin,

Assistant Secretary, Labor Dept.

Washington, D.C.

Sure. (Stop). Had arranged . Hustling to-night Pensacola and close things there. finally, but it can wait. Unless you order otherwise. (Stop) Will hike immediately after transportation for Oklahoma U.S.Govt business.

McWade

4pm

Noted
File

DEPARTMENT OF LABOR

TELEGRAM

16 PO A 72 Collect gvt 730p

NewOrleans La April 17 1919

Hon Hugh L Kerwin,

Washn DC

637 Boilermakers and other striker pensacola shipbuilding co resumed work this morning discharged union men reinstated without discrimination informer jobs Colored workmen classified so not interfere with white skilled laborers Full details in subsequent mailed report stop Later developments wired tomorrow international shipbuilding Companys strike all however, satisfactory stop Busy on colored coal trimmers and longshoremen controversy

McWade.

noted
File
GJB

Conciliation

33/946

April 15, 1919.

Robert M. McGaffe,
Hotel Monteleone,
New Orleans, Louisiana

Employment Service forwards telegram from Examiner McNair, Pensacola, Florida advising strike one thousand specialists boiler makers and ship yard workers Pensacola. Can you look into the matter at once. Answer.

Judge also Pensacola

KERWIN

- -

Attest:

Assistant to Secretary.

C/b

4-63

DEPARTMENT OF LABOR

TELEGRAM

52 WU A 19 730 p

Pensacola, Florida, April 11, 1919.

Densmore,

U. S. Employment Service,

Washington, D. C.

Labor Market Pensacola stormy, specialists, boilermakers, shipyard racia questions one thousand or more out stop Act immediately Looks serious.

McNeir.

McNeil

Conciliation

April 16, 1919.

Robert M. Mc Wade,
Hotel Monteleone,
New Orleans, Louisiana.

Please communicate with McNeir, U. S. Employment Service, Pensacola relative difficulties there. Have no other information than that given you in previous telegram.

KERWIN

Attest:

C/b

Assistant to Secretary

DEPARTMENT OF LABOR

TELEGRAM

70 WU A

19 Gvt 630p

Neworleans La April 15 1919

Hon Hugh L Kerwin,

Asst Secy Labor, Dept, Washn DC

Yes Please mail facts to me here quick

M.E.Wade.

McNeil

Pensacola

April 12, 1919.

File 33/946; Card 3-31

Gen. R. M. McWade,
U. S. Commissioner of Conciliation,
Hotel Monteleone,
New Orleans, La.

My dear General McWade:

Pensacola Shipbuilding Co., Bay Point, Fla.

Will you kindly advise, at your earliest opportunity, the result of your conference with Mr. Franck, Business Manager of the shipyard workers relative to the alleged failure of the above named company to put into effect the agreement witnessed by Commissioner Bridwell? A preliminary report would be appreciated.

Very truly yours,

Executive Clerk.

P

Pensacola, Fla., Jan. 10,1918.

Memorandum of Agreement entered into between the Pensacola Marine Construction Company and Empolymen of said Company.

First--Eight hours basic workday.

Second--One and one half time for Sundays and reconized Holidays, and after eight hours.

Same rate of pay per day for same hours to prevail until new scale is made by the United States Wage Adjustment Board, and to be retroactive from day of men going back to work. Same rule to apply as to whether double time should be paid for Sundays and Holidays.

Third--No discrimination on account of members activies in strike.

Fourht--All grieveances to be adjusted by a committee of four.Two representing the Employees and two representing the Company If the Committee can not agree,the matter to be left to a representative of the U.S.Department of Labor whose discision shall be final. Pending the decision, the Company and Employees both agree that there shall be no steppage of work.

Each side to forget the past, and work in harmony to rush the completion of the ships that the Government needs so badly.

Above agreement as complied by J.W.Bridwell U.S.Commissioner of Conciliation, Department of Labor is hereby agreed to.

J.W.Blount,

For the Company.

W.T.Bedsole,

Business Agt. for the men.

J.W.Bridwell,

U.S.Commissioner of Conciliation.

A

SPECIAL TERMS APPLYING TO NIGHT MESSAGES. The Company shall not be liable for damages or statutory penalties in any case where the claim is not presented in writing within thirty days after the message is filed with the Company for transmission.
NIGHT LETTERGRAMS. Accepted up to midnight, for delivery on the morning of the next ensuing business day at rates still lower than standard night message rates, as follows: The standard day rate for a ... rates but in no case for less than twenty cents ... not earlier than

TERMS APPLYING TO NIGHT LETTERGRAMS. In further consideration of the reduced rate for this special "Night Lettergram" service, the following special terms in addition to those enumerated above are hereby agreed to:

(a) Night Lettergrams may at the option of the Telegraph Company be mailed at destination to the addressees, and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such Night Lettergrams at destination, postage prepaid.

(b) Night Lettergrams shall be written in plain English. Code language is not permitted.

MOBILE LABOR TEMPLE

JOHN M. CLARK, President
Member Shipyard Laborers Union

Labor Temple Building, St. Joseph Street
Bell Phone 3335 Home Phone 1772
6
MOBILE, ALA.

RECEIVED APR 28 SECRETARY'S OFFICE

Hon. Robt. McWade:
Camp Walton, Fla.

My dear Commissioner:

Conditions are such in Pascagoula as to make it impossible for me to come over today. I have seen and talked with Bedsole and he will leave here tonight for Pensacola to go over matters with you. He will get in touch with a number of the men interested who are in Pensacola.

I have asked Bedsole to have you wire to me, if it is necessary for me to come. and especially so if you want me or believe it best for me to go with you to New York. If you can get along without me for a few days, it will enable me to finish some very urgent business, here. I am at your service. If you want me to proceed to New York.- Kindly wire a day or two ahead.

Yours truly
C H Branch
Pascagoula

Conciliation

946

March 11, 1919.

Robert M. McWade,
Great Southern Hotel,
Gulfport, Mississippi.

Please have conference with Charles H. Franck, Business Manager Ship Yard Workers, relative alleged failure of company to put into effect an agreement witnessed by Commissioner Bridwell, Pensacola Marine Construction Company and its employees, Pensacola, Florida. This matter may be taken up upon completion present assignment.

KERWIN

- - - - - - - - - - - - - - - -

Attest:

C/b

Assistant to Secretary.

3-2

Conciliation

March 11, 1919.

Charles H. Franck,
Business Manager Ship Yard Workers,
Pascagoula, Mississippi.

Letter received. We are requesting Commissioner McWade to confer with you relative alleged failure of Pensacola Marine Construction Company to put into effect agreement witnessed by Commissioner Bridwell.

H. L. KERWIN, Assistant to Secretary.

- - - - - - - - - - - - - - - - - -

Attest:

Assistant to ~~the~~ Secretary.

C/b

CONSTITUTION

RULES II* FAIR*

COMMERCIAL CABLES

COUNTER NUMBER	TIME FILED	CHECK
	M.	

INDEPENDENT COMPETITIVE PROGRESSIVE

3—669

SEND the following NIGHT LETTERGRAM, subject to the terms on back hereof, which are hereby agreed to.

March 15, 1918.

CONFIRMATION.

Wage Adjustment Board,
c/o Labor Department,
Washington, D. C.

33
946

Attention of Mr. J. W. Bridwell,

Men at our shipyard went on strike this morning without notice or presentation of demands, thereby stopping work on Government Submarine Chasers. We believe men acted without sanction of national body and their action contrary to previous agreement of January twentieth. We have not been advised as to decision in regard to wage scale, although under agreement with you we were party thereto. Wire advice as to what action you can take or recommend.

PENSACOLA MARINE CONSTRUCTION COMPANY.

repaid.

Original copy sent to Shipping Board. File

(a) NIGHT LETTERGRAM may at the option of the Telegraph Company be mailed at destination to the addressees and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such NIGHT LETTERGRAMS at destination, postage prepaid.
(b) NIGHT LETTERGRAMS shall be written in plain English. Code language is not permitted.
7. The above terms and conditions shall be binding upon the receiver as well as the sender of this NIGHT LETTERGRAM.
8. NO EMPLOYEE OF THIS COMPANY IS AUTHORIZED TO VARY THE FOREGOING.
CLARENCE H. MACKAY, PRESIDENT.

JURISDICTION INCLUDES
SHIP CARPENTERS, CAULKERS AND JOINERS
OF PASCAGOULA AND MOSS POINT, MISS., AND ADJOINING TERRITORY

PASCAGOULA, MISS., March 4th 1919

RECEIVED MAR 7 SECRETARY'S OFFICE

Mr. Hugh L. Kerwin,
Asst. Secretary of Labor,
Depart ent of Labor,
Washington, D. C.

Dear Sir:-

You will recall that on the occasion of my visit to you on January 27, I made mention of the fact that the function of the Conciliation Department was not all that might be expected and cited, as an illustration , the agreement made with the shipyard workers of the Blunt Shipbuilding Co. or rather the Pensecola Marine Construction Co. under the auspicies of your conciliator Mr. Bridwell. This agreement I promised to send to you. and a copy is herein enclosed. Not one single provision of the agreement was ever fulfilled by the company, but the men went back to work and stuck by the work until the last ship was completed. Then , they were told to go to -------

This matter has been up before the Wage Adjustment Board and the Navy Department a number of times but nothing has resulted, from our efforts. If you were to ask the men interested, the workers, what they think of the Conciliation Department, you might have to censor the remarks considerably to have them pass in polite society and for my part, I do not blame them.

Matters of this kind do not tend to impress the wage earner with the value of conciliation.

If it is not asking too much, I would like the privilige of placing this matter before Commissioner Mc Wade while

he is here on the Coast.

Another matter:- The International Shipbuilding Company consented to a conference on last Saturday. After a lengthy session the points at issue were seemingly settled and the company through the general manager and the attorney, agreed to " come clean ". Commissioner Mc Wade found in our favor on every point and it is to be regretted that there are not more men of the Commissioner's ability in the service. To show you however how the company's promises work out. The general manager stated that the reason the company did not pay the " back - pay " due the men was because the men had never asked for it. He also stated that the checks for part of the back pay were ready for distribution now. On my return home I posted a Bulletin, advising the men what had transpired and mentioned the fact that the company was ready to pay off a part of the back pay. The men were told not to go after this money until today (Tuesday) Inquiry today by several hundred men elicited this information " We have received no orders from the general office and there are no checks made out ". I informed the commissioner over long distance phone of this. We will go into this phase again on Thursday.

In view of the fact that the gentlemen from Italy who are financing the International Yard are here in this country now it would be the best chance to have all things settled before they leave these shores. They seem inclined to do what is just.

It might not be a bad plan to suggest to these same

he is here on the Coast.

Another matter:- The International Shipbuilding Company consented to a conference on last Saturday. After a lengthy session the points at issue were seemingly settled and the company through the general manager and the attorney, agreed to " come clean ". Commissioner Mc Wade found in our favor on every point and it is to be regretted that there are not more men of the Commissioner's ability in the service. To show you however how the company's promises work out. The general manager stated that the reason the company did not pay the " back - pay " due the men was because the men had never asked for it. He also stated that the checks for part of the back pay were ready for distribution now. On my return home I posted a Bulletin, advising the men what had transpired and mentioned the fact that the company was ready to pay off a part of the back pay. The men were told not to go after this money until today (Tuesday) Inquiry today by several hundred men elicited this information " We have received no orders from the general office and there are no checks made out ". I informed the commissioner over long distance phone of this. We will go into this phase again on Thursday.

In view of the fact that the gentlemen from Italy who are financing the International Yard are here in this country now it would be the best chance to have all things settled before they leave these shores. They seem inclined to do what is just.

It might not be a bad plan to suggest to these same

JURISDICTION INCLUDES
SHIP CARPENTERS, CAULKERS AND JOINERS
OF PASCAGOULA AND MOSS POINT, MISS., AND ADJOINING TERRITORY

PASCAGOULA, MISS., _____ 19___

Sheet # 3.

financiers, that if it is ships thay want to have built, that a through investigation of the methods employed by the company, would not be amiss. The management of the company is rotten to the core. The superintendents and general mamager are not the men who can deliver the goods and the attitude of the president (Mr. Piaggio) seems to be right in line with that of his subordinates. If Mr. Ricardo Gualtino, the owner in chief, desires facts as to the operation of his yard, let him have a quiet investigation put on - the developments will be instructive to him.

As far as Mr. Mc Wade has gone, I am satisfied, but, the work is far from completed, for the company is long on promises but short on fulfillment.

Thanking you for the efforts made thus far to bring about an amicable settlement of the International Shipbuilding Co. affair, and hoping that Commissioner Mc Wade will be able to line this up definitely before he is called away, I remain,

Yours very truly,
Charles H. Franck
Business Manager
Shipyard Workers.

Send McWade
16

Pensacola, Fla., Jan. 10,1918.

Memorandum of Agreement entered into between the Pensacola Marine Construction Company and Empolymen of said Company.

First--Eight hours basic workday.

Second--One and one half time for Sundays and reconized Holidays, and after eight hours.

Same rate of pay per day for same hours to prevail until new scale is made by the United States Wage Adjustment Board, and to be retroactive from day of men going back to work. Same rule to apply as to whether double time should be paid for Sundays and Holidays.

Third--No discrimination on account of members activies in strike.

Fourht--All grieveances to be adjusted by a committee of four.Two representing the Employees and two representing the Company If the Committee can not agree,the matter to be left to a representative of the U.S.Department of Labor whose discision shall be final. Pending the decision, the Company and Employees both agree that there shall be no steppage of work.

Each side to forget the past, and work in harmony to rush the completion of the ships that the Government needs so badly.

Above agreement as complied by J.W.Bridwell U.S.Commissioner of Conciliation, Department of Labor is hereby agreed to.

J.W.Blount,
For the Company.

W.T.Bedsole,
Business Agt. for the men.

J.W.Bridwell,
U.S.Commissioner of Conciliation.

Forwarded by
C H Branch
Pensacola
Miss

February 2, 1918.

The Honorable
The Attorney General,
Washington, D. C.

My dear Sir:

I have the honor to acknowledge receipt of your letter of the 22d ultimo, together with copy of a letter from the Pensacola Ship Building Corporation, having reference to a strike of the employees of that Company at Bay Point, Florida.

Under date of January 18th, the Department assigned Mr. J. W. Bridwell to act as Commissioner of Conciliation in connection with this controversy, and on the 20th Mr. Bridwell wired the Department as follows:

> "Bay Point strike adjusted. Men return to work Monday".

Very truly yours,

EXACT COPY AS SIGNED BY H. KERWIN
MAILED 2-2 BY
Assistant to the Secretary.

c

Replyed S' 1918.

946

OFFICE OF THE SECRETARY

DIVISION OF CONCILIATION

WASHINGTON

Pensacola, Fla. Jan. 23. 1918.

The Honorable,
W.B.Wilson,
Secretary of Labor.
Washington, D.C.

My Dear sir:

In re to the controversy of the Pensacola Marine Construction Co. and their Employees. As stated in preliminary report of the 20th inst. I found 100 men here on strike. Immeadiately taking the situation up and entering into negoations the following agreement is the result, Viz.-

"Memorandum of agreement entered into between the Pensacola Marine Construction Co. and the Employees of said Company.

First,- Eight hour basic workday.

Second,-One and one half time for Sundays and reconized Holidays and after eight hours.

Same rate of pay per day for same hours to prevail until new scale is made by the U.S. Wage Adjustment Board and to be rectroactive from day of men going back to work. Same rule to apply as to whether double time should be paid for Sundays and holidays.

Third,-No discrimination on account of members activies in strike.

Fourth,-All grieveances to be adjusted by a committee of four. Two representing the Employees and two representing the Company. If the committee cannot agree then the matter to be left to a representative of the U.S. Department of Labor whose discision shall be final.

Pending the decision the Employer and employees both agree that there shall be no stoppage of work.

Both sides to forget the past and work in harmony to rush to completion of the ships that the Government needs so badly.

Signed-F.M.Blount for the Company, W.T.Bedsole Business Agt. for the Men.
J.W.Bridwell, U.S. Commissioner of Conciliation

The company has lost ten percent of its best mechanics by this strike, they having gone elsewhere before the settlement.

On a visit to this yard yestarday I found about 75 per cent of the men at work. While there several former employees brought their tool boxes to the job with the understanding that they would return to work today.

This company had contract for four sub chasers, one completed, one launched, and the remainding two far advanced.

You will please note the basis of settlement in re to pay for overtime as well as to the final disposition of the rates to be paid.

These men did not want to accept this agreement as their whole desire seemed to be to secure not only a closed shop, but an immeadiate increase in wages as well as double time for over time. However as it looked as though the situation might be prolonged, some of the men leaving for other localiaties, the work delayed as well, I simply demanded that the issue be brought to a close, hence the compliance of same.

Being satisfatied that the work will proceed after seeing the men at work and assuring them that their intrests will be protected by the board, I will proceed tonight to Jacksonville to again take up the Florida East Coast R.R. matter.

Respectfully submitted,

J.W.Bridwell

Commissioner of Conciliation.

P Noted H L K

Night Letter | N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT WYATT BUILDING, COR. 14th AND F STS., WASHINGTON, D. C.

Pensacola Feb

A

548AN 39 GOVT

33/946

PENSACOLA FLO 655P 20

1918 JAN 20 PM 8 01

H L KERWIN 12600

ASSISTANT TO SECRETARY OF LABOR WASHINGTON DC

BAYPOINT STRIKE ADJUSTED MEN TO RETURN TO WORK MONDAY AT SANTAROSA SHIPBUILDING COMPANY MEN ARE OUT SMALL YARD NECESSARY FOR ME TO STAY HERE TWO DAYS

J W BRIDWELL.

Navy notified HLK

P

File

PRELIMINARY REPORT OF COMMISSIONER OF CONCILIATION.

Pensacola, Fla. Jan. 20, 1918

RE Pensacola Marine Construction Co.

Mediation requested by Navy Dept.

Commissioner J. W. Bridwell

Date of assignment January 16, 1918

33/946

To the HONORABLE, THE SECRETARY OF LABOR:

For your information I have the honor herewith to submit a preliminary report of my efforts as Commissioner of Conciliation

in the { trade dispute / impending strike / strike } affecting { Strike }

Questions involved: The basic eight hour work day Reconition of Union, Time and one half for over time, with request that double time be paid for Sundays and reconized holidays.

Number of employees directly affected 100

Number of employees indirectly affected

Status of negotiations prior to arrival Presentation of demands. No assurances made the men; struck the morning of January 12, 1918.

Conferences held at Pensacola and Milton Fla. with

F. M. Blount	representing	Construction Co	, Jan. 19 & 20	(Date.)
H. S. Keiley Pres.	representing	Trades & Labor Ass.	" 18	(Date.)
W. V. McNeir Sec	representing	" " " "	, " 18	(Date.)
Walter Langford Pres	representing	Ship Carpentrrs Pen.	, " 18	(Date.)
W. T. Bedsole Bus. Agt.	representing	" " on strike	, " 19-20	(Date.)
--Nicholas, Pres, Local	representing	" " " "	, " 19-20	(Date.)
--Blount Attorney	representing	Construction co	, " 19-20	(Date.)

Remarks: This plant 20 miles from Pensacola and hard to reach. Local labor representatives knew very little about strike. Made trip to Milton Fla, where Bus. Agt. and Pres. of Carpenters were located. Had Bus. Agent to come to Pensacola. The strike was on submarine chasers now being built by Pensacola Co. Returning to Pensacola midnight the 19 th negoations were resumed the 20. Settlement of differences in sight to-day.

J W Bridwell

Commissioner of Conciliation.

14—763

(Address.)

INITIALS AND NUMBER

WCF-WCH

189771-1

DEPARTMENT OF JUSTICE,
WASHINGTON, D.C.

WCH-BGL

3/946

January 22, 1918.

DEPARTMENT OF LABOR
JAN 24 1918
CHIEF CLERK

The Secretary of Labor.

Sir:

I have the honor to hand you herewith a letter from the Pensacola Ship Building Corporation, 605 Blount Building, Pensacola, Florida, by its President, F. M. Blount, in which he states that the company is engaged in the construction of Government submarine chasers under contract with the Navy Department, and that an uncalled for strike has been declared at the plant which entirely ties up the work. The letter was received from the United States Attorney at Pensacola, Florida, who has been advised of this reference.

Respectfully,

For the Attorney General,

William C. Fitts,
Assistant Attorney General.

Inc. #115678.

E.C. Prepare letter in reply
N.E.C.

605 BLOUNT BUILDING

PHONE 1477

CABLE ADDRESS: "PENSCO"

PENSACOLA, FLA., Jan. 14, 1918.

Hon. John L. Neely,

United States Attorney,

City.

Dear Sir:-

Confirming oral conversation of even date, between yourself, and our Mr. Blount, in regard to the strike now in existence at our shipyard, at Baypoint, Florida, we desire to state that with no positive notice that a strike would be called, the employes who had lately become members of a Union, declared a strike, on Saturday, January 12th, 1918.

Some of the men, not being aware of the fact that a strike was to be declared, according to usual custom proceeded to work, and were actually engaged at their occupation when approached by strikers and through persuasion and threats were forced to quit work. Other men who, at the date when the strike was declared had not started work, according to the information which we have received, were approached by strikers and urged ~~or threatened~~ not to start work, or threatened with bodily harm in case they did.

Among the men which we have in our employ are several which we have imported from Northern shipyards, at expense to us, and who have not joined the union, and according to information we have received, are notdesirous of doing so, but de-

605 BLOUNT BUILDING
PHONE 1477
CABLE ADDRESS: "PENSCO" PENSACOLA, FLA.,

sire to be allowed to continue at their usual occupation, but on account of existing conditions, they do not desire to go to work until protection has been afforded them against any possible harm from strikers during the time that they should be working, or coming to or going from work. These men entered our employ at an agreed wage scale, and according to the information which we have received from them, are thoroughly satisfied with all conditions existing prior to the strike.

As you are aware, we are engaged at the present time in the construction of four Government submarine chasers under contract with the Navy Department, and that these boats are essential to the progress of the war and their completion is urgent and the Department has impressed upon us the necessity of delivering them completed at the earliest possible date. The present situation necessarily has stopped all work on these vessels, and this stoppage must continue until such men as are desirous of working are given protection.

The nature of our contract is such that on account of payments having been made by the Government from time to time upon the work in progress and the material and supplies on hand ~~that~~ in reality there exists at our plant a large amount of property which is the property of the Government, and it is our opinion that under conditions as they now exist, this property needs protection which weare not able to afford. We may state that in comversation

605 BLOUNT BUILDING
PHONE 1477

------#3.

CABLE ADDRESS: "PENSCO" PENSACOLA, FLA..

with the Sheriff of Santa Rosa County, in which County our shipyard is located, he stated that at the present time he was not sure that he could procure efficient Deputies to guard our plant, to give us protection, and that it might be the case that he would have to call upon citizens in the vicinity of the plant and deputize them if we actually called upon him for guards. In our opinion, such guards would be useless, as there is the possibility if not probability that they would be in sympathy with the strikers. The same possibility would arise should the sheriff attempt to deputize guards around Milton or other parts of the County, as in conjunction with the strike in existence at our plant, the same union has already called a strike at a plant about two miles distane from ours, and has given notice of their demands and the calling of a strike if said demands are not met to two other plants in our neighbourhood,

For your information, we desire to state that we have been advised that in the case of the Bagdad Shipbuilding Company, where the demands of the strikers which were similar to ours, have been met, and an agreement reached ~~that~~ further demands have been made by the union, namely, that the union be recognized and only union labor be employed, and we have in conversation with one of the union Committee, been led to believe that if the demands made upon us at the present time be granted that the same demand that the plant be unionized with other conditions will be made upon us in the near future.

605 BLOUNT BUILDING
PHONE 1477
CABLE ADDRESS: "PENSCO" PENSACOLA, FLA.,

------#4.

We may state that we have today notified the Commandant of the Naval Air Station of the facts as they exist, and requested him to furnish protection for the Government property now in our possession, and to the men who are willing to work if such protection is furnished. We will further state that we are tonight wiring the Bureau of Construction and Repair, Navy Department, advising them of the situation, and urging them to attempt to obtain protection for us in such manner as they see fit.

With the facts before you as stated above, if it lies within your province to furnish us with any means whereby the work on these vessels may proceed, and the material and men may receive protection, we respectfully request that you take urgent action.

Yours very truly,

PENSACOLA SHIP BUILDING CORPORATION,

By _____

President.

FMB/KBR.

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DIVISION OF CONCILIATION

946

Pensacola, Fla. January 21, 1918.

Mr. H. L. Kerwin,

Assistant to the Secretary of Labor,

Washington, D.C.

My dear Mr. Kerwin,

Sent you wire yestarday that Baypoint strike had been adjusted. Men out at the Santa Rosa plant, small yard. Would remain here two days. The Santa Rosa yard is a private concern and from all accounts at hand the strike there does not amount to very much, except the influence it may have elsewhere.

Baypoint is twenty miles away, hard to reach as well as the Santa Rosa yard. There has been a light storm here all day, consequently it was useless for me to visit Baypoint or Santa Rosa. Will go there in the morning if possible, and then submit my report of the Strike at Baypoint. I do not anticipate any further trouble there, but I want to be sure that every thing is O.K. as they are building Submarine Chasers there and if necessary be on hand to see that the men are all back to work. Yours of the 18 th inst, with list of District Officers received. At the first opportunity I had intended to see Mr. MCGowan of the Fourt district. There are a few questions that I should like very much to ask him.

Very truly yours,

J W Bridwell

Commissioner of Conciliation.

Noted H.L.K.

TELEGRAM

33/946

21Wu. Da. 20 Government Rate.

Sc....Pensacola, Fla.,11:50 A. M.,January 19, 1918

H. L. Kerwin,

Assistant to Secretary Labor,

Washington, D. C.

One hundred men out trying to effect settlement.

J. W. Bridwell.

1:55 P. M.

noted
File

DEPARTMENT OF LABOR

OFFICE OF THE CHIEF CLERK

No. 33

SUBJECT: MEAT PACKERS.

St. LOUIS. MO.

14—193

1039

For Subsequent Strike .....See File 170-203.

SCREENED
By KHU NARS, Date 8/10/87

LUCE'S PRESS
NEW YORK
ARK

SCREENED

Mr. Dennis Lane, Secretary-Treasurer
Amalgamated Meat Cutters & Butcher Workmen,
of North America, 166 West Washington St.,
Chicago, Illinois.

My dear Mr. Lane:--

In compliance with the request contained in your letter of the 26th instant, I am forwarding herewith copies of the reports submitted by Commissioners of Conciliation Patrick F. Gill and D. W. Benjamin who acted as Commissioners of Conciliation in the packers' controversies at St. Louis, Missouri.

Very truly yours,

EXACT COPY AS SIGNED BY H. KEAWIN
MAILED..... BY.....

Assistant to the Secretary.

Enc.
C/b

JOHN F. HARY - President
Yorkville, N. Y.

FRED SCHMIDT - First Vice-President
4146 Osceola St., St. Louis, Mo.

PHILLIP J. GUEST, Second Vice-President
321 Union St., South Weymouth, Mass.

JOSEPH MENHART, Third Vice-President
243 E. 84th St., New York, N. Y.

JOHN KENNEDY, Fourth Vice-President
2 Lenox Ave., Winfield, Bor. of Queens, N.Y.

JOSEPH HOFFMAN, Fifth Vice-President
Labor Temple, Seattle, Wash.

A. G. PIKE - Sixth Vice-President
357 N. Eighth St., San Jose, Calif.

T. A. McCREASH, Seventh Vice-President
653 Kansas Avenue, Kansas City, Kan.

Meat Cutters and
BUTCHER WORKMEN OF NORTH AMERICA
AFFILIATED WITH A. F. OF L.

SECRETARY-TREASURER
DENNIS LANE
166 W. WASHINGTON STREET

27

Chicago, Ill., November 26, 1918.

RECEIVED
NOV 29
SECRETARY'S
OFFICE

Hon. Wm. B. Wilson, Secretary of Labor,
U. S. Department of Labor,
Washington, D. C.

Dear Sir:

As we have matters now arising that includes a readjustment of wages for employees in the packing industry, I am desirous of getting a copy of the report made by Conciliators Gill and Nelson in reference to the St. Louis packers. I shall appreciate it very much if your department can furnish me with a copy.

I may state that our purpose is to obtain information on the question of the packers agreeing to come under the Alschuler Administration and be bound by the principles in the Alschuler Award rendered in the controversy with the five large packers.

Trusting I may receive an early reply, with kindest regards I remain

Respectfully yours,

Dennis Lane.
Secretary-Treasurer.

DL/M

Tell

St. Louis, Mo., June 23, 1918.

Hon. William B. Wilson,
Secretary of Labor,
Washington, D. C

Mr. Secretary:—

On March 2nd, 1918, Walter H. Saunders, General Counsel for the St. Louis Packers and Provision Association, asked the assistance of the Department of Labor in a controversy between thirteen packing houses in St. Louis, comprising the aforesaid organization, and their employes numbering Twenty-five Hundred people.

On March 2nd the employes of the Independent Packing Company, towit abou about Nine Hundred, threatened to go on strike unless they were given an advance in wages of about Ten Per Cent. On the same date the employes of the Frey Packing Company, numbering about Four Hundred men, also threatened to go out on strike.

At that time, Mr. Bischoff, General Manager of the Independent Packing Company, told the employes of that company if they would not go on strike that the Company from that date, towit, March 2nd, would abide by the Alschuler Award. (The Alschuler Award referred to was whatever finding Judge Alschuler would make in the case then pending between the large packing houses and their employes at the hearing that was going on in Chicago at the time.)

On April 16th Your Conciliator, to avoid a general strike in all

these packing houses, that is, towit:-

American Packing Company
J. H. Belz Provision Company
Carondelet Packing Company
Cox & Gordon Packing Company
Gewinner Sausage Company
Gerst Bros. Meat Company
F. W. Hass Provision Company
Geo L. Heil Packing Company
Lauer Packing Company
Luth Packing Company
Sartorius Packing Company
Emil Sieloff Packing Company

entered into a temporary agreement, in which it was stated that the above named packing houses would conform to and regulate hours and conditions, in so far as possible, along the lines as laid down in the above referred to Alschuler Award. Copy attached hereto.

On April 13th an agreement was reached by which the Independent Packing Company and the Krey Packing Company would pay back wages from March 2nd, and that all packing houses would abide by the Alschuler Award, except with reference to their engineers which they claimed as much as they could do in that respect was to put them on the eight hour basis and only straight time for Sundays and holidays. This agreement was perfectly satisfactory to all the employes and an agreement was reached and signed by Mr. Saunders, as representing the packing houses, and Mr Benjamin, representing the Department of Labor.

Respectfully submitted,

(Signed) Patrick F. Gill,

Conciliator

Dic.PFG

To the Members of the St. Louis
Local Packers & Prov. Ass'n,

Gentlemen:--

At a conference at my office, this morning, between Mr. Patrick F. Gill United States Conciliator, Messrs. Fred Krey, Gus Bischoff, Jr.,and myself the following decision was reached:--

That beginning Monday, April 1st, 1918, the increase of from three and a half to four and a half cents an hour, as per the award of Judge Alschuler will apply, namely:-- Four and a half cents per hour to employees then ~~(April 1st)~~ earning thirty cents and under per hour, four cents per hour to employees then being paid from thirty cents up to and including forty cents per hour and three and a half cents per hour to such employes being then paid at the rate of over forty cents per hour. This increase, I repeat, is to date from and including April 1st. ~~This increase,-~~ Please announce this to your men.

All other questions will be left open for adjustment and by May 5th we expect that all these questions will be satisfactorily adjusted with the specified understanding that clauses three and seven of the Chicago agreement covering twelve points shall apply, namely:--

> "3. No employe shall be suspended, demoted or dismissed because of trade union membership or for trade union activity not carried on at the premises not interferring with the operations of the plant.
>
> 7. No employe shall be discharged or discriminated against in his or her work nor shall any person be refused employment because he or she belongs to a trade union."

Mr. Gill has indicated that there are certain necessary differences prevailing in the operation of small plants as compared with the large

plants and these will receive his careful consideration. Whatever agreement is made will be made with a responsible representative of the United States Government.

Respectfully yours,
WALTER H. SAUNDERS,
Secretary and Treasurer,
St. Louis Local Packers & Prov. Ass'n.

St. Louis, Mo. April 18, 1918.

We, the members of the St. Louis Local Packers & Provision Association consisting of the following firms:--

John H. Belz Provision Co.
Carondelet Pkg. Co.
Krey Pkg. Co.
St. Louis Independent Pkg Co.
Sartorius Prov. Co.
Cox & Gordon Pkg. Co.
Gewinner Sausage Co.
Heil Pkg. Co.
Luth Pkg Co.
F. W. Haas Prov. Co.
Sieloff Pkg. Co.
Gerst Brothers Meat Co.
American Pkg. Co.

make the following proposal to the representatives of the United States Department of Labor and are ready to embody the same in a contract between the members of our Association and the United States Department of Labor, said contract to continue for the period of the war only and for the distinct purpose of insuring peace and harmony between the employes and the members of our Association during the period of the war.

First. We agree to abide by the Alschuler Award beginning May 5th, 1918, except as modified herein. The basic eight hour day and all other provisions of the award to be effective that day. It is distinctly understood that there will be no back pay and that all firms that are signatory to this agreement, who have not already granted wage increases to conform to scale provided for in the Alschuler Award will do so, effective May 5, 1918.

Second. We agree that the above shall apply to same class of employes as covered by the Alschuler Award in the packing establishments who were

parties to Chicago arbitration, except engineers, firemen, oilers, expanders, machinists' helpers and watchmen.

Third. Our members reserve the right to shift their employes from one job to another, as is now done, and this right to shift the men will vary in each plant, and existing conditions in this respect will continue.

Fourth. It is further provided that the guaranty of forty hours in clause 6 of Award per week, shall not apply where plant's operation or some department thereof, is stopped by accident or for necessary repairs, or for reasons beyond the plant's control, and there shall be a corresponding deduction in the guaranty for the time so lost, but no deduction, if stoppage does not exceed one day.

Fifth. No beer, or liquor, shall be drunk and no lunch eaten on the premises, during working hours.

Sixth. We also agree to the following:-

AGREEMENT.

1. Should an employe, or employes, feel that they have been unjustly dealt with in the matter may, at once, be taken up with the foreman. Should a satisfactory adjustment not be made, the affected person or persons may appeal the matter, through the proper officials up to the General Manager of the Companies. Such appeals may be made in person, or by representative or representatives, selected by the affected employe or employes.

It being understood that there shall be no permanent person or committee on complaints or grievances in the plants, but such employe or employes have the full right to name the same representative or representatives for successive complaints or grievances if they see fit to do so.

Such complaints shall be made during working hours at a convenient time and place, and disposed of without unnecessary delay.

All complaints growing out of dismissals from the service must be made within five days to the official in charge of the plant.

2.No employe covered by this agreement shall be suspended, demoted, or dismissed without just and sufficient cause. If, after proper investigations, it is found that an employe has been disciplined unjustly he shall be reinstated with such rights and such compensation as the arbitrator may determine.

3. No employe shall be suspended, demoted or dismissed because of trade union membership or for trade union activity not carried on at the premises nor interferring with the operations of the plant.

4. Employes attending conventions or other duties affecting themselves shall upon giving proper notice to the foreman or superintendent be permitted to absent themselves without pay to attend to such duties in the same manner as workers attending to the duties of fraternal organizations, so long as such absence from the plant does not unduly interfere with the operations of the plant. Upon their return such workers shall be reinstated into the service with all their former rights.

5. There shall be no discrimination against any employe or prospective employe because of creed, color or nationality.

6. The principles of seniority shall prevail as to all employes below the grade of foreman.

7. No employe shall be discharged or discriminated against in

his or her work nor shall any person be refused employment because he or she belongs to a trade union.

8. Thirty days' continuous employment shall be accepted as prima facie proof of general competency. After said period the specific act or acts of incompetency must be given a dismissed employe upon demand of himself or representatives.

9. Where piece workers are employed piece rate schedules shall be constantly displayed for unhindered inspection.

10. Employes shall not be required to join company sick and death benefit associations.

11. Present wash rooms, toilet rooms, dressing rooms to be maintained up to the present standard, subject, however, to the changes by Government and State officials.

12. Copies of this agreement shall be printed, framed and posted in all shops and other work places.

John H. Belz Prov. Co.	Carondelet Pkg Co.	Krey Pkg Co.
St. Louis Independent Pkg. Co.	Gewinner Sausage Co.	Heil Pkg. Co.
Sartorius Prov. Co.	Luth Pkg. Co.	F. W. Hass Prov. Co.
Cox & Gordon Pkg. Co	Sieloff Pkg. Co.	Gerst Brothers Meat Co.
	American Pkg. Co.	

By WALTER H. SAUNDERS,
Attorney in Fact.

Accepted.

D. W. Benjamin,
U. S. Commissioner of Conciliation,
Dept. of Labor.

(Signed)

A true copy:
(Walter H. Saunders,
(D. W. Benjamin.

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DIVISION OF CONCILIATION

33/1039

St. Louis, Mo., June 23, 1918.

Hon. William B. Wilson,
Secretary of Labor,
Washington, D. C.

Mr. Secretary:-

On March 2nd, 1918, Walter H. Saunders, General Counsel for the St. Louis Local Packers and Provision Association, asked the assistance of the Department of Labor in a controversy between thirteen packing houses in St. Louis, comprising the aforesaid organization, and their employes numbering Twenty-five Hundred people.

On March 2nd the employes of the Independent Packing Company, towit about Nine Hundred, threatened to go on strike unless they were given an advance in wages of about Ten Per Cent. On the same date the employes of the Frey Packing Company, numbering about Four Hundred men, also threatened to go out on strike.

At that time, Mr. Bischoff, General Manager of the Independent Packing Company, told the employes of that Company if they would not go on strike that the Company from that date, towit March 2nd, would abide by the Alschuler Award. (The Alschuler Award referred to was whatever finding Judge Alschuler would make in the case then pending between the large packing houses and their employes at the hearing that was going on in Chicago at the time.)

Noted
File
EJG

On April 16th Your Conciliator, to avoid a general strike in all these packing houses, that is, towit:-

American Packing Company
J. H. Belz Provision Company
Carondelet Packing Company
Cox & Gordon Packing Company
Gewinner Sausage Company
Gerst Bros. Meat Company
F. W. Hass Provision Company
Geo. L. Heil Packing Company
Lauer Packing Company
Luth Packing Company
Sartorius Provision Company
Emil Sieloff Packing Company

entered into a temporary agreement, in which it was stated that the above nemed packing houses would conform to and regulate hours and conditions, in so far as possible, along the lines as laid down in the above referred to Alschuler Award. Copy attached hereto.

On April 13th an agreement was reached by which the Independent Packing Company and the Krey Packing Company would pay back wages from March 2nd, and that all packing houses would abide by the Alschuler Award, except with reference to their engineers which they claimed as much as they could do in that respect was to put them on the eight hour basis and only straight time for Sundays and holidays. This agreement was perfectly satisfactory to all the employes and an agreement was reached and signed by Mr. Saunders, as representing the packing houses, and Mr.

On April 16th Your Conciliator, to avoid a general strike in all these packing houses, that is, towit:-

American Packing Company
J. H. Belz Provision Company
Carondelet Packing Company
Cox & Gordon Packing Company
Gewinner Sausage Company
Gerst Bros. Meat Company
F. W. Hass Provision Company
Geo. L. Heil Packing Company
Lauer Packing Company
Luth Packing Company
Sartorius Provision Company
Emil Sieloff Packing Company

entered into a temporary agreement, in which it was stated that the above nemed packing houses would conform to and regulate hours and conditions, in so far as possible, along the lines as laid down in the above referred to Alschuler Award. Copy attached hereto.

On April 13th an agreement was reached by which the Independent Packing Company and the Krey Packing Company would pay back wages from March 2nd, and that all packing houses would abide by the Alschuler Award, except with reference to their engineers which they claimed as much as they could do in that respect was to put them on the eight hour basis and only straight time for Sundays and holidays. This agreement was perfectly satisfactory to all the employes and an agreement was reached and signed by Mr. Saunders, as representing the packing houses, and Mr.

Benjamin representing the Department of Labor.

Respectfully submitted,

Patrick F. Gill

Dic.PFG. Conciliator.

Gentlemen:--

At a conference at my office, this morning, between F. Gill, United States Conciliator, Messrs. Fred Krey, Gus Bischoff, Jr., and myself the following decision was reached:--

That beginning Monday, April 1st, 1918, the increase of from three and a half to four and a half cents an hour, as per the award of Judge Alschuler will apply, namely:-- Four and a half cents per hour to employees then (April 1st) earning thirty cents and under per hour, four cents per hour to employees then being paid from thirty cents up to and including forty cents per hour and three and a half cents per hour to such employes being then paid at the rate of over forty cents per hour. This increase, I repeat, is to date from and including April 1st. Please announce this to your men.

All other questions will be left open for adjustment and by May 5th, we expect that all these questions will be satisfactorily adjusted with the specific understanding that clauses three and seven of the Chicago agreement covering twelve points shall apply, namely:--

> "3. No employe shall be suspended, demoted or dismissed because of trade union membership or for trade union activity not carried on at the premises not interfering with the operations of the plant.
>
> 7. No employe shall be discharged or discriminated against in his or her work nor shall any person be refused employment because he or she belongs to a trade union."

Mr. Gill has indicated that there are certain necessary differences prevailing in the operation of small plants as compared with the large plants and these will receive his careful consideration. Whatever agreement is made will be made with a responsible representative of the United States Government.

Respectfully yours,
WALTER H. SAUNDERS,
Secretary and Treasurer,
St. Louis Local Packers & Prov. Ass'n.

St. Louis, Mo. April 18, 1918.

We, the members of the St. Louis Local Packers & Provision Association consisting of the following firms:-

John H. Belz Provision Co.,
Carondelet Pkg. Co.,
Krey Pkg. Co.,
St. Louis Independent Pkg. Co.,
Sartorius Prov. Co.,
Cox & Gordon Pkg. Co.,
Gewinner Sausage Co.,
Heil Pkg. Co.,
Luth Pkg. Co.,
F. W. Hass Prov. Co.,
Sieloff Pkg. Co.,
Gerst Brothers Meat Co.,
American Pkg. Co.,

make the following proposal to the representatives of the United States Department of Labor and are ready to embody the same in a contract between the members of our Association and the United States Department of Labor, said contract to continue for the period of the war only and for the distinct purpose of insuring peace and harmony between the employes and the members of our Association during the period of the war.

First. We agree to abide by the Alschuler Award beginning May 5th, 1918, except as modified herein. The basic eight hour day and all other provisions of the award to be effective that day. It is distinctly understood that there will be no back pay and that all firms that are signatory to this agreement, who have not already granted wage increases to conform to scale provided for in the Alschuler Award will do so, effective May 5, 1918.

Second. We agree that the above shall apply to same class of employes as covered by the Alschuler Award in the packing establishments who were parties to Chicago arbitration, except engineers, firemen, oilers, expanders, machinists, machinists' helpers and watchmen.

Third. Our members reserve the right to shift their employes from one job to another, as is now done, and this right to shift the men will vary in each plant, and existing conditions in this respect will continue.

Fourth. It is further provided that the guaranty of forty hours in clause 6 of Award per week, shall not apply where plant's operation or some department thereof, is stopped by accident or for necessary repairs, or for reasons beyond the plant's control, and there shall be a corresponding deduction in the guaranty for the time so lost, but no deduction, if stoppage does not exceed one day.

Fifth. No beer, or liquor, shall be drunk and no lunch eaten on the premises, during working hours.

Sixth. We also agree to the following:-

AGREEMENT.

1. Should an employe, or employes, feel that they have been unjustly dealt with the matter may, at once, be taken up with the foreman. Should a satisfactory adjustment not be made, the affected person or persons may appeal the matter, through the proper officials up to the General Manager of the Companies. Such appeals may be made in person, or by representative or representatives, selected by the affected employe or employes.

It being understood that there shall be no permanent person or committee on complaints or grievances in the plants, but such employe or employes have the full right to name the same representative or representatives for successive complaints or grievances if they see fit to do so.

Such complaints shall be made during working hours at a convenient time and place, and disposed of without unnecessary delay.

All complaints growing out of dismissals from the service must be made within five days to the official in charge of the plant.

2. No employe covered by this agreement shall be suspended, demoted or dismissed without just and sufficient cause. If, after proper investigation, it is found that an employe has been disciplined unjustly he shall be reinstated with such rights and such compensation as the arbitrator may determine.

3. No employe shall be suspended, demoted or dismissed because of trade union membership or for trade union activity not carried on at the premises nor interfering with the operations of the plant.

4. Employes attending conventions or other duties affecting themselves shall upon giving proper notice to the foreman or superintendent be permitted to absent themselves without pay to attend to such duties in the same manner as workers attending to the duties of fraternal organizations, so long as such absence from the plant does not unduly interfere with the operations of the plant. Upon their return such workers shall be reinstated into the service with all their former rights.

5. There shall be no discrimination against any employe or prospective employe because of creed, color or nationality.

6. The principles of seniority shall prevail as to all employes below the grade of foreman.

7. No employe shall be discharged or discriminated against in his or her work nor shall any person be refused employment because he or she belongs to a trade union.

8. Thirty days' continuous employment shall be accepted as prima facie proof of general competency. After said period the specific act or acts of incompetency must be given a dismissed employe upon demand of himself or representatives.

9. Where piece workers are employed piece rate schedules shall be constantly displayed for unhindered inspection.

10. Employes shall not be required to join company sick and death benefit associations.

11. Present wash rooms, toilet rooms, dressing rooms to be maintained up to the present standard, subject, however, to the changes by Government and State officials.

12. Copies of this agreement shall be printed, framed and posted in all shops and other work places.

John H. Belz Prov.Co. Carondelet Pkg.Co. Krey Pkg. Co.
St. Louis Independent Pkg.Co. Gewinner Sausage Co. Heil Pkg. Co.,
Sartorius Prov. Co. Luth Pkg. Co. F.W. Haas Prov. Co.,
Cox & Gordon Pkg. Co., Sieloff Pkg. Co. Gerst Brothers Meat Co.
American Pkg. Co.

By WALTER H. SAUNDERS,
Attorney in Fact.

ACCEPTED:

D. W. Benjamin.

U. S. Commissioner of Conciliation,
Dept. of Labor.

A true copy:
Walter H. Saunders.
D. W. Benjamin

SCREENED
By RCW NARS, Date 1/20/88

DEPARTMENT OF LABOR
OFFICE OF THE CHIEF CLERK

NO. 33

SUBJECT: LIVE STOCK HANDLERS.

East St. Louis, Ills.

14—108

2492

SAMUEL ALSCHULER.

Chicago, Ill. Oct. 26, 1918.

RECEIVED
OCT 28
SECRETARY'S
OFFICE

Mr. H. L. Kerwin,
Assistant to the Secretary,
Department of Labor,
Washington, D. C.

My dear Sir:

I have your favor of the 22nd inst. with enclosures as stated. Am leaving tonight for Kansas City to hear a packing house controversy there, and have arranged to go from there to East St. Louis to take up, probably on next Tuesday, the controversy between the St. Louis National Stock Yards and its employes referred to in your letter.

Yours very truly,

Samuel Alschuler

noted
Trib
AJG

2492

October 22, 1918.

Hon. Samuel Alschuler,
U. S. Circuit Court of Appeals,
Chicago, Ill.

My dear Judge Alschuler:

I am forwarding herewith a copy of the report submitted by Commissioner of Conciliation Fred L. Feick, in the matter of a controversy between the St. Louis National Stockyards and certain of their employees.

You will note that an agreement was reached by both sides agreeing to refer the points in dispute to you as arbitrator. The employees have signified their willingness to accept the same rate of pay as was put into effect at Chicago.

The Department will appreciate it if you will use your good offices to bring about a satisfactory adjustment of this dispute.

Very truly yours,

EXACT COPY AS SIGNED BY H. KARWIN
MAILED..... BY.....

Assistant to the Secretary.

Inclosure
EJC

National Stock Yards, Ill., Oct. 14th, 1918

Mr. Fred L. Feick,

U. S. Commission, Department of Labor.

Dear Sir:-

EXHIBIT "A".

The St. Louis National Stock Yards, starting October 1st, 1918, will grant to their employees of the Operating Department the same rate of wages and hours as is now in vogue at the Chicago Yards, except -

The Chicago Yards in some classes of work pay on a monthly basis - corresponding classes at the National Stock Yards will continue to be paid by the hour and which will be equivalent to the monthly wages paid by Chicago when figured by the hour.

All employees who have been working seven consecutive days per week will be allowed one day off for Sundays they work.

Holidays will be treated the same as Sundays.

Skilled men and others in the Mechanical lines working on the construction of new buildings, will be paid the prevailing rates in East St. Louis district.

When working on repairs and construction work, the Chicago Yards scale will be paid.

Yours truly,

F. G. Barr's

Superintendent.

Oct. 14th

Fred L. Feick,

The committee of the Stock Yards employees refuse this proposition.

Signed Earl W. Lynyer .....President.

Geo. Mansfield .....Secy.

Acting for the employees by their committees recomendation.

EXHIBIT "B".

National Stock Yards, Ill., Oct. 14th, 1918.

Mr. Fred L. Feick,

U.S. Commission, Department of Labor.

Dear Sir:-

In reference to the controversy which has arisen between the St.Louis National Stock Yards and their employees and in view of the fact that you have informed us they have rejected our proposal to them, we kindly submit the following:

That all matters in question regarding wages and working conditions be submitted to arbitration and that there be no lock-out or strike in the meantime.

As per your suggestion, the Hon. Samuel Alschuler will be satisfactory as arbitrator and that all questions shall be submitted to him within thirty days and we agree that his decision shall be final and binding.

Yours truly,

E. J. Butler

Vice President.

Mr. Fred L. Feick,

U.S. Commissioner, Department of Labor.

Dear Sir:-

We, the undersigned, representing the Stock Yard employees, agreed to accept the above proposition.

Frank Farrell

J. F. Dehroeder

E. W. Emerson

President Butchers Union Council No. 1

Geo Mansfield

Secy District Council #4

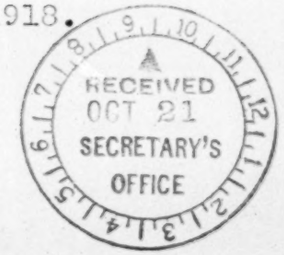
ACTING FOR THE EMPLOYEES.

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DIVISION OF CONCILIATION

918

Indianapolis, Indiana.
Oct. 17, 1918.



HON. WILLIAM B. WILSON,
Secretary of Labor,
Washington, D.C.

My dear Mr. Wilson:

Please find attached my final and preliminary reports in the case of:

STOCKYARD EMPLOYES
VS
ST.LOUIS NATIONAL STOCKYARDS,
EAST ST.LOUIS, ILLINOIS.

You will note that this case was referred to the Hon. Samuel Alschuler of Chicago, Illinois, for arbitration.

I am not familiar with the policy of the Department with reference to matters of this character and am therefore forwarding to you an additional copy, which I presume you will immediately forward to Judge Alschuler with instructions to handle the case.

This ought to be done at the earliest possible moment, as both sides desire to present evidence so that the matter can be decided within thirty (30) days.

Sincerely yours,

Fred L Feick

COMMISSIONER OF CONCILIATION.

FLF:K

Indianapolis, Indiana.
October 17, 1918.

FINAL REPORT;

RE: STOCKYARD EMPLOYES
VS
ST.LOUIS NATIONAL STOCKYARDS,
E.ST. LOUIS, ILLINOIS.

SUBJECT:

Threatened strike involving five hundred and fifty (550) employes, with a probability of involving the Packing House plant employes. Due to unsatisfactory hours, wages and working conditions in the above plant.
Temporary agreement reached by referring the matter to Hon. Samuel Alschuler of Chicago for arbitration. Settlement to be made within thirty (30) days, both parties agreeing to abide by his decision.

Under date of October 12th, while engaged on an assignment at Huntington, Indiana, I received a telegram authorizing me to disregard all present assignments and proceed immediately to East St.Louis, Illinois, to adjust threatened strike of stockyard employes in above plant. (This telegram was signed: H.L.Kerwin, Assistant Secretary of Labor, Washington, D.C.)

I immediately arranged to leave for St.Louis, arriving there Sunday evening, October 13th. Upon my arrival I went

into conference with the following representatives:

EARL W. JAMERSON, President Local Union #225
GUS MANSFIELD, Secretary " " "
STANLEY CUPINSKI, Organizer American Federation of Labor

FRANK FARRELL representing employes
J.S.SCHROEDER " "

At this conference they made the following statement:

On or about June 16th, 1918, the employes were out on atrike but immediately returned to work upon being promised by the Superintendent that they would receive the Chicago award, which at the time was pending before the Hon. Samuel Alschuler, Arbitrator in the case of the Employes vs. Chicago Stockyards.

A further statement was to the effect that on or about August 7, 1918, the Superintendent, F. G. Boreis, informed two (2) of the employes that he had understood the Alschuler award had been handed down, and that the Company expected to look over the award and grant it to the men; that during the latter part of September the Committee waited on the Superintendent and gave him two (2) weeks to settle with the employes who had previously filed demands with the Company.

WASHINGTON

into conference with the following representatives:

EARL W. JAMERSON, President Local Union #225
GUS MANSFIELD, Secretary " " "
STANLEY CUPINSKI, Organizer American Federation of Labor

FRANK FARRELL representing employes
J.S.SCHROEDER " "

At this conference they made the following statement:

On or about June 16th, 1918, the employes were out on atrike but immediately returned to work upon being promised by the Superintendent that they would receive the Chicago award, which at the time was pending before the Hon. Samuel Alschuler, Arbitrator in the case of the Employes vs. Chicago Stockyards.

A further statement was to the effect that on or about August 7, 1918, the Superintendent, F. G. Boreis, informed two (2) of the employes that he had understood the Alschuler award had been handed down, and that the Company expected to look over the award and grant it to the men; that during the latter part of September the Committee waited on the Superintendent and gave him two (2) weeks to settle with the employes who had previously filed demands with the Company.

#3.

The Superintendent at the time wanted to call a special committee who would represent the employes of all the departments; but to this the Committee objected, stating that they were the legal representatives.

On account of the Company failing to meet the demands of the men, they became very restless and impatient and on or about October 10th a strike vote was taken and set to take effect Monday morning, October 14th.

However, previous to this the men in charge telegraphed Hon. William B. Wilson, Secretary of Labor, Washington, D.C., notifying him of the action taken and requesting the presence of a Conciliator at once.

The following morning I arranged a conference with the officers of the Company, to-wit:

MR. FERRIS, representing the Company
E.F.BEEBEE, Vice President
C.T.JONES, General Manager
F.G.BOREIS, Superintendent

#4.

At this conference I advised the above officers as to the statements made by the representatives of their employes, which statements they alleged to be untrue.

They informed me that the employes had never submitted demands until the middle of September, at which time they received a letter in the form of an agreement signed by a few men, and from that time on they were endeavoring to adjust wages and conditions, and did grant increases in various departments, which they found upon investigation to be actually higher than the wage scale set forth in the Chicago award.

They informed me that they desired to do what was right and that they were perfectly willing to submit a proposition to their employes.

After holding preliminary conferences between both sides, the officers of the Company submitted a proposition to the employes, which you will find attached as "Exhibit A".

This proposition you will note was rejected by the officers who claimed to be acting for the employes.

#5.

I notified the officers acting for the employes that the management had informed me that in many instances they were paying a higher rate in East St.Louis than was being paid in Chicago, and that the difficulty seemed to be the regulation of hours.

This the representatives of the men denied, stating that all that the employes asked was that the same wage rate be put in effect in the National Stockyards as was put in effect in Chicago by the recent award of Judge Alschuler in the case of Employes v. Union Stockyards & Transit Company.

I conveyed the above information to the officers of the Company and after carefully reviewing the evidence that had been presented by both sides during the day, I suggested that all matters in question be referred to Hon. Samuel Alschuler for arbitration, and that they abide by his award.

This the Company and the employes were willing to do and I thereupon drew up a proposition, which was signed by both parties, which you will find attached as "Exhibit B".

#6.

This puts the entire matter before Hon. Samuel Alschuler for arbitration and gives both sides an opportunity to file their briefs or present whatever evidence they desire in connection with the above case.

I feel that under the circumstances this was the logical thing to do, because Judge Alschuler had previously acted as arbitrator for the United States Government in the Chicago case, which seemed to meet the approval of all concerned.

The judicial qualifications of Hon. Samuel Alschuler are such that the above case will be given the most careful and earnest consideration, and I am confident that whatever award he makes will be satisfactory to both sides.

Respectfully submitted,

Fred. L. Feick

COMMISSIONER OF CONCILIATION.

FLF:K

*NOTE:
Committee representing employes claimed promise of back pay, to take effect as of June 16th. Company entered denial, stating that no such agreement had been reached.

WASHINGTON

PRELIMINARY REPORT OF COMMISSIONER OF CONCILIATION.

Indianapolis, Ind. Oct. 17, 1918.

RE STOCKYARD EMPLOYES VS ST. LOUIS NATIONAL STOCKYARDS, E. St. Louis, Illinois.

Mediation requested by

Commissioner Fred L. Feick

Date of assignment Oct. 12th, 1918.

To the HONORABLE, THE SECRETARY OF LABOR:

For your information I have the honor herewith to submit a preliminary report of my efforts as Commissioner of Conciliation

in the { ~~trade dispute~~ / impending strike / ~~strike~~ } affecting { 550 Employes }

Questions involved: Wages and working conditions

Number of employees directly affected 550

Number of employees indirectly affected 550 with probability of involving packing house employes.

Status of negotiations prior to arrival Men threatened to strike.

Conferences held at St. Louis, Mo., and East St. Louis, Ill. with

Mr. Ferris,	representing	Company	10-13,14-18 (Date.)
E.F.Beebee, Vice Prest.	representing	"	" (Date.)
C.T.Jones, Gen.Mgr.	representing	"	" (Date.)
F.G.Boreis, Supt.	representing	"	" (Date.)
Earl W. Jamerson, Pres.	representing	Butcher Workmen's Union	" (Date.)
Gus Mansfield, Secty.	representing	" " "	" (Date.)
Frank Farrell	representing		(Date.)
J.S.Schroeder	representing		" (Date.)
Committee	"	Employes	(Date.)
Stanley Cupinski	representing	A.F. of L.	" (Date.)

Remarks: Upon my arrival in St. Louis, I was given to understand by the officers of the Butcher Workmen's Union and the Committee representing the employes, that the men had voted to strike and that it was a physical impossibility to keep them from going out on the morning of October 14th. I informed them that it would be unwise for any employes to strike before the Government had an opportunity to adjust the difficulty, and instructed them to inform the ~~employes that the Government would not tolerate a strike, so long as~~ there was a man on the ground to adjust their differences. This information was conveyed to the men and they remained at work and a satisfactory agreement was reached on the afternoon of October 14th. The entire matter was placed before Judge Samuel Alschuler of Chicago for arbitration.

Commissioner of Conciliation.

Fred L. Feick

(Address.)

14—763

B

National Stock Yards, Ill., Oct. 14th, 1918

Mr. Fred L. Feick,

U. S. Commission, Department of Labor.

Dear Sir:-

The St. Louis National Stock Yards, starting October 1st, 1918, will grant to their employees of the Operating Department the same rate of wages and hours as is now in vogue at the Chicago Yards, except -

The Chicago Yards in some classes of work pay on a monthly basis - corresponding classes at the National Stock Yards will continue to be paid by the hour and which will be equivalent to the monthly wages paid by Chicago when figured by the hour.

All employees who have been working seven consecutive days per week will be allowed one day off for Sundays they work.

Holidays will be treated the same as Sundays.

Skilled men and others in the Mechanical lines working on the construction of new buildings, will be paid the prevailing rates in East St. Louis district.

When working on repairs and construction work, the Chicago Yards scale will be paid.

Yours truly,

F. G. Barris

Superintendent.

Oct. 14th

EXHIBIT "A".

Fred L. Feick,

The committee of the Stock Yards employees refuse this proposition.

Signed Earl W. Simpson .....President.

Gus Mansfield .....Secy.

Acting for the employees by their committees recomendation.

EXHIBIT "B".

Mr. Fred L. Feick,

U.S. Commission, Department of Labor.

Dear Sir:-

In reference to the controversy which has arisen between the St.Louis National Stock Yards and their employees and in view of the fact that you have informed us they have rejected our proposal to them, we kindly submit the following:

That all matters in question regarding wages and working conditions be submitted to arbitration and that there be no lock-out or strike in the meantime.

As per your suggestion, the Hon. Samuel Alschuler will be satisfactory as arbitrator and that all questions shall be submitted to him within thirty days and we agree that his decision shall be final and binding.

Yours truly,

E. J. Butler
Vice President.

Mr. Fred L. Feick,

U.S. Commissioner, Department of Labor.

Dear Sir:-

We, the undersigned, representing the Stock Yard employees, agreed to accept the above proposition.

Francis Farrell
J. D. Dehroeder

E. W. Emerson
Pres. Butchers District Council No 4

Gus Mansfield
Secy. - District Council #4

ACTING FOR THE EMPLOYEES.

DEPARTMENT OF LABOR

2531

TELEGRAM

B1WUHO. 48 Night Govt

Sm StLouis Mo Oct 14th-18

Hon Wm B Wilson,

Secretary of Labor,

Washington DC.

Arrived last night men deferred strike at my request satisfactory adjustment received tonight stock yards companies versus employees number involved six hundred leaving tomorrow morning for Indianapolis will go from there to NewAlbany unless otherwise instructed.

Fred L Feick

Oct 15th 930am

Noted
Tel

DEPARTMENT OF LABOR

TELEGRAM

33
2492

118wu hh 22 NL 6 extra

East St.Louis, ILLS.,Oct. 14-18

W.B.Wilson,

Secty.Labór,

Washington.

Satisfactory agreement reached by Feick left to Aschuler to arbitrate during the next 30 days.

E.W.Jimerson,

Prest.Butchers Dist.Council.

No.4.

IOP

Noted

File

Conciliation

October 12, 1918.

Fred L. Feick,
Huntington, Indiana,
Try Hotels.

Fred L. Feick,
Garrett, Indiana.

Please disregard present assignments for present and proceed immediately to East St. Louis, ~~Mn~~. Illinois, take up threatened strike live stock handlers. Men will strike Monday morning. Confer with E. W. Jimerson, President Butchers District Council number four, East St. Louis. Answer.

KERWIN

- -

Attest:

Assistant to the Secretary.

Sal.&Exp.Comrs.Conciliation,1919.

Conciliation

October 12, 1918.

E. W. Jimerson,
President Butchers District Council No. four,
East St. Louis, Mo.

Telegram received. Commissioner of Conciliation Fred L. Feick will proceed at once to East St. Louis and confer with you relative controversy livestock handlers. Matters should be held in abeyance pending his arrival.

H. L. KERWIN, Assistant to the Secretary.

- -

Attest:

Assistant to the Secretary.

Sal.&Exp.Comrs.Conciliation,1919.

TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

Night Letter NL

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT WYATT BUILDING. COR. 14th AND F STS., WASHINGTON, D. C.

918 OCT 12 AM 12 46

A 624 ~~FWRA~~ 39 NL

EB EAST ST LOUIS ILLS 11

W B WILSON 575

DEPT OF LABOR WASHINGTONDC

LIVE STOCK HANDLERS LOCAL 255 IF EAST ST-LOUIS HAVE VOTED TO GO ONE STRIKE MONDAY MORNING 500 MEN AFFECTED HAVE USED EVERY EFFORT TO AVERT TROUBLE PLEASE SEND REPRESENTATIVE ANSWER

PRESIDENT BUTCHERS DISTRICT COUNCIL NO FOUR

E W JIMERSON.

Trick

DEPARTMENT OF LABOR
OFFICE OF THE CHIEF CLERK

NO. 33

SUBJECT: GRAIN HANDLERS.

14—100

2294

Chicago. Ills.

PREVIOUS STRIKE. 33-714.

in Re-Chicago Grain Elevator Employees Union.

Hon. H. L. Kerwin,
Assistant to the Secretary,
Department of Labor,
Washington, D.C.

SCREENED
By Kolu MARS, Date 9/4/04

My dear Sir:-

As a "Final" report in the above mentioned matter, I have the honor to submit the following:-

In accord with instructions, I called on Mr. John Riley, who is a colored man, engaged as an organizer for the A.F. of L. Mr. Riley informed me that the Urban League, a welfare organization among the colored people, had complained to him "that the Chicago Grain Elevator Employees Union had refused to admit two colored men to membership in its body". Mr. Riley recited "that the Chicago Grain Elevator Employees Union is not affiliated with the A.F. of L. and he had thereupon filed complaint with the National War Labor Board regarding such discrimination".

After discussing the matter throughly with Mr. Riley I called on Mr. W.E. Fuller, Pres. of the Grain Employees Union. Mr. Fuller admitted very frankly that the two colored men in question had made application for membership and that by a vote, taken in accord with their Constitution, had been rejected. He stated "that white men, applicants for membership, had also been rejected -that like every other organization, the membership by ballot decided the admission or rejection of all applicants".

I ascertained that the Chicago Grain Elevator Employees Union have a membership of 900-that the Union has a contract with all Grain Elevators in the Chicago District as to hours, wages and the employment of their members. That while it is not affiliated with the A.F. of L. - it is a substanial organization, known and respected by the other trades unions that come in contact with it. The Union has been organized since Nov. 1902.

After my interview with Mr. Fuller I again called on Mr. Riley and explained that there was nothing anyone could do to prevent the organization from deciding who shall or shall not be admitted to membership -that some Unions affiliated with the A.F. of L.-notably the Machinists Union, have provision in their constitution "that none but white persons shall be permitted membership". Mr. Riley assured me that he fully understood that it was impossible to do anything more than to let the Grain Elevator Employees Union know that the matter had been noticed and that had been accomplished by my interview.

Noted
9/6
OJ

P

Very respectfully submitted,
Oscar F. Nelson

OFFICE OF THE SECRETARY
WASHINGTON

PRELIMINARY REPORT OF COMMISSIONER OF CONCILIATION.

Chicago, Ill. Oct. 6th 1918, 191

RE Chicago Grain Elevator Employees Union.

Mediation requested by John Riley,

Commissioner Oscar F. Nelson.

Date of assignment Sep't 23, 191 8

To the HONORABLE, THE SECRETARY OF LABOR:

For your information I have the honor herewith to submit a preliminary report of my efforts as Commissioner of Conciliation

in the { trade dispute / impending strike / strike } affecting { }

Questions involved: Charge that Grain Elevator Employees Union discriminated against two colored men by refusing to admit them to membership. xxxxxxx

Number of employees directly affected

Number of employees indirectly affected

Status of negotiations prior to arrival

Conferences held at Chicago, Ill. with

John Riley	representing	Urban League, colored welfare organization	(Date.) Sep't 29, Oct 2nd
	representing		(Date.)
W.E. Fuller, Pres.	representing	Chicago Grain Elevator Employees Union	(Date.) Oct. 1st
	representing		(Date.)
	representing		(Date.)
	representing		(Date.)
	representing		(Date.)

Remarks:

Oscar F. Nelson
Commissioner of Conciliation

14—763 (Address.)

September 21, 1918.

MEMORANDUM FOR NATIONAL WAR LABOR BOARD:

Receipt is acknowledged of your memorandum, dated September 17th, with the accompanying correspondence relative to the grain handlers' controversy, at Chicago, Illinois.

The Department has requested Commissioner of Conciliation Oscar F. Nelson to investigate this matter and endeavor to bring about a satisfactory adjustment of the difficulties.

EXACT COPY AS SIGNED BY E. J. CUNNINGHAM
MAILED BY

Executive Clerk.

EJC/z

B-

C. E. MICHAEL
W. H. VAN DERVOORT
B. L. WORDEN
F. C. HOOD

W. JETT LAUCK, SECRETARY

THOMAS J. DAVIES
VICTOR A. OLANDER
T. A. RICKERT

NATIONAL WAR LABOR BOARD

WASHINGTON

September 17, 1918

Memorandum for Mr. Cunningham:

I beg to hand you herewith a letter which has been received from Mr. John Riley, relative to a case of discrimination in which the Grain Handlers Union is involved, together with copy of my reply thereto.

Will you please give this matter your attention, and oblige

W Jett Lauck
Secretary

B:B

Nelson

September 17, 1918

My dear Sir:

Relative to the case of discrimination involving the Grain Handlers Union which you brought to the attention of this Board under date of August Twenty-eighth, I beg to advise you that I am referring your letter with enclosures to the Bureau of Conciliation of the Department of Labor within whose jurisdiction, I believe, this matter properly falls.

Very truly yours,

B:B

Secretary

Mr. John Riley,
4356 South State Street,
Chicago, Illinois.

September 3, 1918.

My dear Sir:

I beg to acknowledge receipt of your letter of the twenty-eighth ultimo, enclosing a report pertaining to a case of discrimination in which the Grain Handlers' Union is involved.

I shall bring this matter to the attention of the Board.

Very truly yours,

B:B

Secretary

Mr. John Riley,
4356 South State Street,
Chicago, Illinois.

CHICAGO FEDERATION OF LABOR

4356 S. State Street
Chicago, Illinois,
August 28th, '18.

Hon. W. Jett Lauck
Sec'y, National War Labor Board,
Washington, D.C.

Dear Sir:-

Enclosed please find report pertaining to a case of discrimination, in which the Grain Handlers' Union is involved.

The said Union being a seceding body, not affiliated with the American Federation of Labor, I was advised to bring this matter to your attention.

The work of organizing the colored workers has been going along nicely until this situation developed which has hampered the work to some extent. As we are all fully aware of what bad things sometimes come from division of feeling and misunderstanding among workers in packing houses, we have been confronted with many discouraging things which werehard to overcome, especially among the colored workers.

Many of the so-called leaders are biased against the Unions and have been active in their efforts to create discord, which at this time is in my estimation treason; and anyone that would be so narrow-minded and prejudiced as to cause a repetition of what occurred in East St. Louis, can be rightfully labeled Pro-German, and as such should be dealt with summarily.

Trusting this matter will receive your attention as soon as possible, I am

Yours truly,

(Signed) John Riley

Organizer A. F. of L.

JR/EW.

Chicago, Illinois

July 16th, '18.

I wish to call your attention to a report that came to me regarding a case of discrimination in which the Grain Handlers' Union is involved. The complaint came to me from the Urban League, a National Organization, that has been doing some effective work among the colored people who have been brought to the Northern cities by the Manufacturing Concerns in their effort to replenish the supply of labor which was affected as a result of the war.

If what has been done in the case in question is allowed to continued, we can only expect the work of organization among colored workers to make very slow progress.

As we are well aware of the fact that through organization industrial harmony can be maintained and to have a situation of this kind develop at this time, would only have a tendency to encourage bitterness which might seriously handicap the efforts of those that are trying to develop that unity of feeling among the workers in America that is so necessary for the successful termination of the war.

I made a trip to Harvey, Illinois for the purpose of finding out if possible, what the trouble was that caused the discharge of two colored men who were employed by the Harvey Grain Company. I saw the Superintendent, Mr. Gordon, at eight A. M. July 12th. and he told me the whole story.

It appears that Alfred Milligan and Daniel Reynolds, both colored, went to work for a building contractor and worked there until it was complete, and after the elevator was ready for grain, they were hired by Mr. Gordon, the Superintendent, and continued to work

with the grain company. Their work was entirely satisfactory. Meanwhile it developed that a union had been organized and after all the employees, as it was supposed, were in the Union, the Company signed the agreement. This was a little over three months ago. The two colored men made application, but for some reason were not accepted.

It finally developed that there was a little dissatisfaction regarding their being employed by the Company, and on the sixth of July, the business representative of the Union came out and told the superintendent that if the colored men were not discharged there would be a strike on the following Monday. To prevent a shut-down, the superintendent was compelled to let the men go.

From the report given by the superintendent, the men were good workmen. He would recommend them to any one who might desire their service. He stated further that Mr. Alfred Milligan had worked there ever since he came here about one year ago, and that he was a perfect gentleman, honest and reliable; and that Mr. Reynolds was a steady worker, honest, reliable and could be trusted to do fair work on anything he was assigned to.

All such acts as have been previously described are not in accord with the issues of to-day, inasmuch as we are trying to rid the world of Autocracy and establish instead Freedon and Democracy, that future generations may not be deprived of their happiness. While the enemy is at our door, we must compell everyone to forget color, creed and nationality.

Respectfully submitted,

(Signed) John Riley
Organizer A.F. of L.

Statement of Mr. Alfred Milligan

517 E. 33rd. St. Chicago, Ill.

- - - - - - - - - - - - - -

Mr. Milligan was discharged from the Harvey Grain Company, July 6th, 1918. His statement is as follows:

"Having worked at said place for one year, have only experienced trouble during the last two months that I was there. When I went to work at said place, there was no union of Grain Handlers ever mentioned. I also helped to build the place in which I was working.

On or about two months before I was discharged, all of the white fellows organized without our knowledge. After they were organized, they seemingly did not want us in the Union, and the delegate plainly told us that we would have to get off our jobs, and also went to the superintendent and told him to let us go. He refused point blank because we had been there for some time and did our work without a flaw.

This business agent appointed a man by the name of Herman to look after the interest of the Union on the job. After we saw that they were not going to ask us to join, we asked this man Herman to please bring us an application to join the Union which he promised to do. After every meeting night of their Union, I would ask him if he brought the application. He said that he would bring it after the next meeting. We would give me the same "dope" after every meeting.

On the 6th of July, the real business agent of the Grain Handlers' Union came out and went to the superintendent and told him that unless he discharged us all of his men would strike on the 8th., which was the following Monday, a very busy day. The superintendent against his will, had to let us go.

The Union official did not endeavor to get us out until the agreement was signed. In my estimation, there must have been a clause of discrimination in the agreement against us, because he said to me to my face that we could not work there because we were colored.

(Signed) Alfred Milligan.

CHICAGO FEDERATION OF LABOR

4356 State Street,
Chicago, Illinois
September fourteenth,
Nineteen Eighteen.

Hon. W. Jett Lauck, Sec'y.,
National War Labor Board,
Washington, D. C.

Dear Sir:-

Your favor of the third inst. received and am pleased to know that you intend to bring the case of discrimination involving the Grain Handlers' Union to the attention of the War Labor Board.

I feel that everything that can be done to prevent such things as these happening will be speedily taken up and adjusted in such a way that industrial harmony can be maintained in such times as these.

We are making every effort to organize the workers so that we can be in position to straighten out matters pertaining to differences regarding wages and working conditions in a systematic manner.

Thanking you in advance for your interest in the matter,

Yours truly,

(Signed) John Riley
Organizer A. F. of L.

DEPARTMENT OF LABOR
OFFICE OF THE CHIEF CLERK

NO. 170
191

SUBJECT: LONGSHOREMEN...COAL TRIMMERS.

14—108

New Orleans, La.

April 29, 1919.

5/29 170/191

Robert M. McWade,
Hotel Tulsa,
Tulsa, Oklahoma.

Upon completion Oklahoma assignments you may return New Orleans.

SCREENED
By RHU NARS, Date 8/20/88

AGNES WILSON, Assistant Director,
Labor Adjustment Service.

- - - - - - - - - - - - - - - - - - -

Attest:

Assistant Director, Labor Adjustment
Service.

C/b

C 170

Hon.Wm.B.Wilson,
Secretary of Labor,
Washington,D.C.,

Esteemed Sir:--

I have the honor to report in regard to the case of the Coal Trimmers' Union,Colored,of the Longshoremen's International Association,that,so far as my investigations have gone,I am led to the conclusion that it had best be left in statu quo,at least for several months to come.

This case has been passed upon by the Labor Adjustment Board,W.Z. Ripley,T.V.O'Connor,Lt.Commander Glenn Davis,Hans Jacobsen,and others,all of whom have approved and affirmed the verdict of the Labor Adjustment Boards,local and national. I have conferred on February 27,1919,March 15,1919,with Ike Holmes,Samuel Wright,and Richard Butler,the Grievance Committee of this local union #45,which has "nearly 40 members",according to Ike Holmes's various statements. There's inside trouble in this colored body,affecting the alleged dishonesty of its officers,etc.,which may have ugly results at some of its subsequent meetings. There are,besides,two or three members who are eternally grouching and making trouble,refusing to be satisfied with any arrangements made for their benefit. They are now demanding "the same conditions and everything else that the white men get." This is the Southland,and such demands,especially in this section, would not at this time work out well ,if we attempted to push them--for many obvious reasons. The whole matter can wait,and can be taken up at any time.

I am,Esteemed Sir,

Your Obedient Servant,

Robert M. McWade

United States Commissioner of Conciliation .

New Orleans,La., April 18.1919.

170-191

ABSOLUTELY FIRE-PROOF.

J. D. KENNEY, MANAGER.

THE NEW HOTEL MONTELEONE

EUROPEAN PLAN.
STRICTLY FIRST CLASS.

ROYAL & IBERVILLE STS.

RECEIVED
APR 22
SECRETARY'S OFFICE

NEW ORLEANS Apl 19/19

Please place these documents on file of Coal Trimmers' Controversies New Orleans, La.

Meade

As soon as I reach the Alester, Oklahoma, & have a chance I'll write up & mail all details or assignments up to date. I have been "on the go" all the time & am now hustling to catch the train for Memphis, en route for Oklahoma

F.C.

April 17, 1919.

File 170/191; Card 2-78

Gen. Robt. M. McWade,
U. S. Commissioner of Conciliation,
Hotel Monteleone,
New Orleans, La.

My dear General McWade:

Longshoremen, coal trimmers, New Orleans

Will it be possible for you to let me have a preliminary report covering the above matter by return mail? Your attention to this matter will be appreciated.

Very truly yours,

Executive Clerk.

p

803 Audubon Building,

New Orleans, La., January 8, 1919.

Mr. R. D. Reeves,
% W. G. Coyle & Company,
317 Carondelet Street,
New Orleans, La.

Sir:

1. In compliance with your verbal request of yesterday, there is transmitted herewith copy of the agreement between the local coal merchants and the coal wheelers and trimmers of the Port of New Orleans, which agreement, as you will note from the copy, has been accepted by the Coal Wheelers' Union #45 of the International Longshoremen's Association.

2. It is trusted that your acceptance of this agreement will be transmitted to this office at your early convenience.

Respectfully,

Secretary
Local Wage Adjustment Commission.

hjb-rgd-.

January 17, 1919.

Mr. Hans Jacobsen,
U.S. Employment Service,
New Orleans, La.

Dear Sir:

In the absence of the Chairman of the National Adjustment Commission, I acknowledge receipt of letter of the 11th instant from the New Orleans Local Adjustment Commission enclosing evidence and recommendations with regard to the case of the New York Coal Wheelers and Coal Trimmers. You have doubtless already received a wire from the Secretary of the National Adjustment Commission authorizing you to put your recommendations in the form of an award and to issue same immediately. Your report will receive the attention of the National Adjustment Commission at its next meeting. In the meantime, may I express the appreciation of the Government for your valued services.

Very truly yours,

Acting Chairman.

HBE/ASK

New Orleans, January 27, 1919.

Mr. H. J. Boisseau, Secretary,
Local Wage Adjustment Commission,
803 Audubon Building - New Orleans.

Dear Sir:

I have your letter January 23rd, enclosing copy of communication received from officers of Coal Wheelers' Union 45 ILA, addressed to Temporary Chairman Jacobsen, formally accepting the award of the Local Adjustment Commission dated January 15th, 1919, in the matter of wages and working conditions but subject to right to appeal to the National Adjustment Commission.

The communication in question sets forth the situation as discussed and understood by the employers.

Yours very truly,

R. Reeves

rdr-k.

On behalf of Bunker Coal Suppliers.

337 Carondelet St.

CC W.G.Coyle & Co.,Inc.,
CC N O Coal Co.
CC River Coal Co.

_____ Company

Jan. 15, 1919

Mr. Hans Jacobsen,
803 Audobon Building,
New Orleans, Louisiana.

Am advised by Ehrmann that you have reported coal trimmers on strike. My telegram to you yesterday requested that Local Commission issue an Award in line with recommendations submitted to National Adjustment Commission and that if either party objected appeal could be taken to National Adjustment Commission. Please endeavor to have men return to work and follow this procedure if they are not satisfied with Award. Advise me what action men take.

B. M. Squires, Secretary
National Adjustment Commission,
Room 215, 141 Broadway

NIGHT LETTER

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CASH OR CHARGE

TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

New Orleans La January 21 1919

Chairman US SHIPPING BOARD Washington DC

After several hours argument have finally induced Local Coal Trimmers and Wheelers to return to their positions Stop They have acceded to my request however only on condition that appeal to which they are entitled will be handled without any delay whatever Stop In order to avoid further complications urgently request you confer with Jacobson and name Chairman Local Commission to represent him during his absence Stop because Coal Wheelers and Trimmers Committee forcibly explained to me that they have dallied too much already and another walkout would be tieup of every steamship in harbor Stop Name Chairman quick Stop Letter follows

BOISGRAN

- -

Attest:

Secretary

CHARGE TO U S SHIPPING BOARD
Government Rate paid.

appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT COTTON EXCHANGE, CARONDELET AND GRAVIER STS., NEW ORLEANS, LA.

C59FX 19 44 GOVT

D NEWYORK 1229PM JAN 24 1945

MR HANS JACOBSEN

2103

905 HURVORN BLDG NEWORLEANS LA

PLEASE MAKE RECOMMENDATIONS IN CASE OF COAL PROBLEMS TO BE AWARD AND ISSUE CASE THEN IF EITHER PARTY OBJECTS APPEAL CAN BE MADE TO NATIONAL ADJUSTMENT COMMISSION

P M SQUIRES

SECY NATIONAL ADJUSTMENT COMMISSION

1140 AM

[illegible] Building,

[illegible], Ia., January 28, 1938.

Mr. E. E. Brown, Director,
National Mine Rescue Association,
U. S. Bureau of Mines,
Washington, D. C.

Sir:

1. There are herewith [illegible] of the [illegible] discussed by you yesterday. The circumstances under which [illegible] were and are as follows:

2. The local coal [illegible] and [illegible], it is understood by the writer, left their posts at 4:00 p.m. January 28, 1938. [illegible] and [illegible] of the incident until about 12:00 a.m. yesterday morning. [illegible] Mr. E. E. Brown requested that Mr. [illegible] use his good offices in [illegible] the [illegible] to their posts; however, as Mr. [illegible] was [illegible] the writer took it upon himself to attend the meeting of the local [illegible] officers which was then in session.

3. The matter was stated pro and con for several hours with [illegible] and responsible parties, but no satisfactory [illegible] could be [illegible] and responsible then suggested that instead that the [illegible] look and nothing further could be done. After the [illegible] the writer remained with the mob [illegible] in the hope that [illegible] might bring forth some results. It was [illegible] as the writer was satisfactorily assured of [illegible] departure of the coal [illegible]. It would be [illegible] thing to contend with was the support [illegible] which is usually present in one of this type. The writer [illegible] the permission to go back for [illegible] agreement of Unions and of the National Mine Administration and the Labor Relation Board since their [illegible]. The writer has conducted in the mine in accord or third grade language, in order to make sure that [illegible] clearly understood everything that was being said to them. A [illegible] was also made to their patriotism and [illegible] willingness to do what was right by themselves, their city, and their country.

4. It was found during the discussion, that the men, having been played with so long by the mobsters, [illegible] to stop outside pressure, and take the matter in their own hands. In the belief that they could [illegible] this way than by handling the matter in the usual [illegible]

[illegible] [illegible] [illegible] [

TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

...site the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

CASH OR CHARGE

COLLECT

TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

New Orleans, December 31, 1918.

Ehrmann
Shipping Board
Washington

Replying coal trimmers Prior to meeting Friday twenty seventh Jacobson had agreed serve as temporary chairman with undersigned representing employers Byrnes representing employes. When local commission constituted as above met twenty seventh coal trimmers had telegrams from you and O'Connor but O'Connors message to Pearson representing trimmers stated member National Adjustment Commission was enroute to New Orleans and would serve as chairman. It was therefore requested by men and which was preferable to Jacobson to await arrival of member National Adjustment Commission who would serve as chairman with Reeves and Byrnes to hear complaint and render decision. This is present situation member of National Commission not arrived men still at work. Hope member National Adjustment Commission can be here by January second or third as quite essential questions be settled quickly.

R. D. REEVES.....12 Noon

sum received for sending the same, unless specially valued; nor in any case for delays arising from unavoidable interruption in the working of its lines, or from any other cause beyond the control of the Company.

Cipher or obscure messages.

2. In any event the Company shall not be liable for damages for any mistakes or delays in the transmission or delivery, or for the non-delivery, of this message, whether caused by the negligence of its servants or otherwise, beyond the sum of FIFTY DOLLARS, at which amount this message is hereby valued, unless a greater value is stated in writing hereon at the time the message is offered to the Company for transmission, and an additional sum paid or agreed to be paid based on such value equal to one-tenth of one per cent. thereof.

words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT S. W. COR. GRAVIER AND ST. CHARLES STS., NEW ORLEANS, LA. ALWAYS OPEN

169W XI 72 GOVT

WA WASHINGTON DC 330PM FEB 14

HANS A M JACOBSEN

2337

805 AUDUBON BLDG NEWORLEANS LA

Mout

RIPLEY CHAIRMAN NATIONAL ADJUSTMENT COMMISSION EXPECTS TO ARRIVE NEWORLEANS FRIDAY TWENTY FIRST TO ACT TEMPERARY CHAIRMAN LOCAL ADJUSTMENT COMMISSION PENDING CONTROVERSIES HEARING FEDERAL COURT ROOM POST OFFICE BLDG TWENTY SECOND NINE OCLOCK ALSO RIPLEY WILL ENDEAVOR TO ASSIST IN SELECTION PERMINENT CHAIRMAN SUGGEST YOU GET IN TOUCH WITH RIPLEY FRIDAY ADDRESS WILL BE KNOWN TO WEIS SHIPPING BOARD

EHRMANN SHIPPING BOARD

330P

Coal Wheelers' Local Union No.48, I L A
New Orleans.

Dear Sirs:

At informal conference held at 2:30 this PM at which were present the undersigned and Messrs. R. D. Reeves representing employers and Mr. James Byrnes representing employes together with bunker coal suppliers and some ten or fifteen members of your Local 48 - it was decided that your grievances about wage schedule will be heard by Local Adjustment Commission at 10 AM Friday, December 27th, in the rooms of the U S Department of Labor - Employment Service, 803 Audubon Building, New Orleans, but this is upon the understanding that the members of Local 48 I.L.A. will return to work immediately [redacted] as [redacted] needed and that they will remain at work until the differences can be adjusted by the Adjustment Commission.

Respectfully,
(signed) HANS A.M.JACOBSEN

Temporary Chairman
LOCAL ADJUSTMENT COMMISSION.

New Orleans La Jan 21 1919
Coal Timers union Local no 45
held a special meeting on the
above Date at wich time President
Pearsaw Call the meeting to order
at 10 am with pray by the
Chaplin Rev mat watson after
wich the President State objeck
of said meeting and that was
to Explain the men how the
situation was and they would
have to return back to work
he further Explain the mens that
Mr Reves and Mr Bisso Mr
woods Mr Burns and Mr Bosay
would be present to Explain what
would be the Result if they never
return to work and after a lenthy
Dicussion the mens said they was
not satisfied with the Decision
that the Local Comision Commit
Rendered and said they will
not work any more on the
Basis 10 hours they wanted 8
hours and their Back time
the President and Secty

the men and induced them to return
to work and had them to know
that they had the Rite to apeal
from the Decetion of the local
Board to the national adjustment
Comision with they Did and
voted unanimous to return under
the Same condition pending a
final Decition from washington
after with a motion Prevail
to turn these Distinguish Gentlemen
a vote of thanks for their instructing
then be no further Business the
meeting adjoin to meet on the
4th Sunday with is 26 of January
Phillip Pearson Pres
Ernest Wilson
Rec Secty

New Orleans, La., January 23, 1919.

A true copy:

Ernest Wilson

Recording Secretary,

Coal Trimmers' Local No. 45,
The International Longshoremen's Association.

now from the instruction from
these Gentleman we will indeavor
to make and apeal as follows
Local no 45 I.L.A Coal Firers
union of the Port of New Orleans
are Asking for 70¢ per hour
for Straight time and ~~one~~ $1.05
for all over time hollow days
and Sundays $1.05 and 8 hours
Consist a days work begining
at 7 a.m until 12 noon and
from 1 P.M to 4 P.M and
all Rules and Condition in
Curent Contract be Continued

Phillip Pearson President
1006 Jullia St

Ernest Wilson
Rec Secty 539 Decatur St

DECISION OF LOCAL ADJUSTMENT COMMISSION IN THE ARBITRATION OF
WAGE SCHEDULE AND WORKING HOURS FOR COAL WHEELERS'
UNION NO. 45 I L A

After consideration of the evidence and exhibits which have been placed before the Commission and evidence taken at the hearing January 8, 1919, before Temporary Chairman Jacobsen and Messrs. R. D. Reeves, representing employers and James Byrnes representing employees, the following decision was rendered:

That eight (8) hours be considered the basic working day; that work performed between 7:00 a.m. and 6:00 p.m. be paid for at the straight time scale; except, of course, such work as is performed during the noon lunch hour (between 12:00 M and 1:00 P.M.), or which is in excess of eight hours.

That sixty-five (65) cents per hour be allowed for straight time and One dollar ($1.00) per hourfor overtime.

Same rules and regulations for computing time on fractional days as embodied in current contracts will be continued; also the arbitrary allowance for quarter and half days as embodied in current contracts will be continued.

This award as to schedule of pay is made retroactive to November 11, 1918.

New Orleans, January 10, 1919.

****

In accord with telegraphic instructions from National Adjustment Commission, Washington, dated January 15th, I am instructed to promulgate the said award of January 10, 1919, which I hereby do.

Hans G. M. Jacobsen
Temporary Chairman

LOCAL WAGE ADJUSTMENT COMMISSION?

New Orleans, January 15, 1919.

BYRNES:
Is there anything else, Pearsaw?

Temporary Committee,
Local Wage Adjustment Commission,
New Orleans, La.

Dear Sir:

This is to formally notify you of acceptance of award dated January 15, 1919, to members of Coal Wheelers' Union 46 ILA in connection with their contracts with Coal Merchants or Suppliers at the Port of New Orleans which award provides -

That eight (8) hours be considered the basic working day; that work performed between 7:00 a.m. and 6.00 p.m. be paid for at the straight time scale; except, of course, such work as is performed during the noon lunch hour (between 12:00 M and 1:00 p.m.) or which is in excess of eight hours.

That sixty-five (65¢) per hour be allowed for straight time and one dollar($1.00) per hour for overtime.

Same rules and regulations for computing time on fractional days as embodied in current contracts will be continued; also the arbitrary allowance for quarter and half days as embodied in current contracts will be continued.

This award as to schedule of pay is made retroactive to November 11, 1918.

Acceptance of this award was authorized by this Association at a meeting on the 21st day of January, 1919, by unanimous vote.

It is understood that by working under this Award the men do not relinquishtheir right to appeal to National Adjustment Commission; and further, that all back time will be paid by Wednesday January 22, 1919, when men are paid off for that d aye work.

(Sgd) P. Thomson
President.

(Sgd) Ernest Wilson
Secretary (SEAL)

Copy to-
W.G.Coyle & CO.,Inc.,
New Orleans Coal Co.
River Coal Co.

COPY.

COPY

CHARLES R. PAGE, COMMISSIONER
LESTER SISLER, SECRETARY

United States Shipping Board
Washington

REFER TO FILE No.

H. B. Ehrmann

January 28, 1919.

Mr. H. J. Boisseau,
Secy. Local Adjustment Commission,
803 Audubon Bldg.,
New Orleans, La.

Dear Sir:

I acknowledge receipt of your letter of the 22nd reporting on the recent stoppage of work of local coal wheelers and trimmers. The appeal of this local is now under consideration by the National Adjustment Commission of which Prof. William Z. Ripley is Chairman, and the parties will be notified promptly of the decision.

Very truly yours,

H B Ehrmann

HBE N

Acting Director.

Hon. Hans A. M. Jacobsen,
Temporary Chairman,
Local Wage Adjustment Commission,
New Orleans, La.

Dear Sir:

This is to formally notify you of acceptance of award dated January 15th, 1919, to members of Coal Wheelers' Union 45 ILA in connection with their contracts with Coal Merchants or Suppliers at the Port of New Orleans which award provides (-

That eight (8) hours be considered the basic working day; that work performed between 7:00 a.m. and 6 p.m. be paid for at the straight time scale; except, of course, such work as is performed during the noon lunch hour (between 12:00 M. and 1:00 P.M.) or which is in excess of eight hours.

That sixty-five cents (65¢) per hour be allowed for straight time and One dollar ($1.00) per hour for overtime.

Same rules and regulations for computing time on fractional days as embodied in current contracts will be continued; also the arbitrary allowance for quarter and half days as embodied in current contracts will be continued.

This award as to schedule of pay is made retroactive to November 11th, 1918.

Acceptance of this award was authorized by this Association at a meeting on the 21st day of January _____, 1919, by unanimous vote.

It is understood that by working under this award the men do not relinquish their rights to appeal to Natl. Adj. Comm; and further, that all back time will be paid by Wednesday January 22-1919 when men are paid off for that days work.

Respectfully

J. L. Peatsan
President.

Ernest Wilson
Secretary (SEAL)

Copy to
W. G. Coyle & Co., Inc.,
New Orleans Coal Co.,
River Coal Co.

Is there anything else, ...

UNITED STATES SHIPPING BOARD

January 28, 1919.

PETITIONING PARTIES: Coal Trimmers' Union, Local No. 45, New Orleans, La.

OTHER INTERESTED PARTIES: Coal Merchants and other Employers of Members of Above Union Engaged in Trimming Coal on Vessels at New Orleans, La.

SUBJECT: Appeal from decision of New Orleans Local Adjustment Commission, dated January 15, 1919, concerning readjustment of wages and working conditions of coal wheelers and trimmers at above port.

A W A R D

The appeal of the above-named petitioning parties from the decision of the Local Adjustment Commission having been received and fully considered, the National Adjustment Commission is of opinion that the said award stand approved both as to rates of pay and hours of labor as provided for in that decision and accordingly herewith affirms the award of the Local Adjustment Commission.

W. Z. RIPLEY, Chairman

T. V. O'CONNOR

LIEUT. COMD'R GLENN B. DAVIS

E. A. KELLY

BYRNES:
Is there anything else, Pearson?

WASHINGTON, D. C.

UNITED STATES SHIPPING BOARD

WASHINGTON

January 20, 1919.

Mr. Hans A. M. Jacobsen,
Temporary Chairman, Local Wage Adjustment Comm.,
803 Audubon Building,
NEW ORLEANS, LA.

Dear Sir:

This is to acknowledge receipt of your letter of January 17th enclosing copy of your award in the matter of the local coal wheelers and coal trimmers union at New Orleans. May I express the appreciation of the National Adjustment Commission for your service in this matter.

Very truly yours,

Acting Director.

HBE N

BYRNES:
Is there anything else, Pearsaw?

UNITED STATES SHIPPING BOARD

[redacted]
New Orleans, La.,
January 11, 1919.

[redacted]
National Adjustment Commission,
U. S. Shipping Board,
Washington, D. C.

Sir:

There is transmitted herewith minutes and records of the contract and executive session of the Local Wage Adjustment Committee held in the office of the Local Draft Shipping and Coal Bunkers and Coal Trimmers.

In transmitting the recommendations, it is understood that any award made towards salary will be retroactive from November 11, 1918.

Respectfully submitted:

LOCAL WAGE ADJUSTMENT COMMITTEE:

Thomas W. Mahon

Temporary Chairman.

A. Reeves

Member, representing employees.

James Byrnes

Member, representing employers.

RJB-.

New Orleans, Louisiana,
at
300 Canal Street,
New Orleans, La., 11:00 a.m., January 8, 1919,
before
THE LOCAL WAGE ADJUSTMENT COMMISSION,
comprised of the following members:

Hans A. M. Jacobsen, Temporary Chairman,
R. D. Reeves, Member representing Coal Merchants,
James Byrnes, Member representing Coal Wheelers and Trimmers,
H. J. Boisseau, Secretary.

Also Present:
Capt. W. A. Bisso)
Col. Elmer Wood) in behalf of employers
Mr. Lewis Drane)

Phillip Pearsaw)
Ernest Wilson)
Ed. Wieley) in behalf of employees
Richard Butler)
Ike Holmes)

CHAIRMAN:
There seems to be some misunderstanding regarding the trimming of steamships. The coal trimmers can make a statement.

PEARSAW:
~~Yes dam~~ The Union doesn't wheel any more coal; we trim coal.

BYRNES:
You don't wheel the coal from the barges any more?

PEARSAW:
No, sir; the coal is handled by an elevator. The coal is picked up from the barge into a chute, which weighs it and shoots it into the ship; in regard to ships for the Morgan Line, the coal is steel wheeled.

BISSO:
There is very little trimming; on some of the Italian and French ships, you dump the coal on the deck and it goes through the hatch.

BYRNES:
You don't trim it; these men claim they come under the award regarding the trimming of the ship.

WOOD:
They get the same pay for wheeling as they do for trimming.

BYRNES:
The biggest part of the work is done by machines.

EVERYBODY:
Yes, sir; now they only wheel when necessary.

BYRNES:
How many men do you hire aboard these boats to trim?

WOOD:
That depends very largely upon the size of the boat and the construction. For instance, a bunker is like this room; when it (the coal) is near the top, the trimmers then have to go in; it averages about twelve men to a ship.

BYRNES:
Is there anything else, Pearsaw?

PEARSAW:

As a representative of the organization, I [illegible] was mentioned in a local paper that coal trimmers would receive 75 cents an hour with overtime. The Longshoremen have also received a raise. We then asked if it applied to us and were told no. The men then wanted to quit, but I pacified them and told them I would thrash the matter out. That's about all I have to say.

BYRNES:

Well, explain to your men that you can't give them a decision to-day - that it will take about fifteen days.

DRANE:

I would like to state, Mr. Jacobsen, that the men recently did get more money, not on any Award, but on their contract, when it was renewed.

BYRNES:

I understand that you get the same wages as the longshoremen.

CHAIRMAN:

This Board would like to know just what your men want, so we can get down to business.

BYRNES:

Mr. Jacobsen, they want seventy cents per hour and $1.05 for overtime, based on their interpretation of the Award in the longshoremen's case.

REEVES:

When do the men want this basis to date from?

CHAIRMAN:

Mr. Reeves, that was just why I wanted a brief.

PEARSAW:

Mr. Jacobsen, we put in our brief when the International President was here in October, when the Award was given for seventy cents and $1.05 from November; and we simply base our claim on that.

CHAIRMAN:

Then you want this scale retroactive from November 11th?

PEARSAW:

Yes, sir.

BYRNES:

Mr. O'Conner has stated that they ----

WOOD:

Right in connection with that - at the time these hearings were held and taking upon the longshoremen's case, the bunker coal people were not notified. invited to them - we did not consider we were interested in that, as we had just made a contract with our trimmers in October, and the first intimation that we had that the trimmers'wages were being considered was a notice published in the papers. I think in all fairness, we should have been notified and given an opportunity to appear before that Board, but we were not, and the whole thing was passed through.

BYRNES:

I know that the International Commission had notified everybody in Mobile, Galveston and New Orleans to appear, and they were no representatives except one timber man from Mobile.

DRANE:

That was the longshoremen's case; but you handled the longshoremen's case and afterwards say it affects coal trimmers.

[illegible] you said anything to Mr. Bliss or anyone that you were [illegible]
When you went before that Adjustment Commission you did not say anything.

PEARSAW:
The uniform scale was accepted by the I.L.A.; the International President gave us to understand that we were all longshoremen - some on deepsea vessels; some trimming coal, but all longshoremen.

REEVES:
Mr. Chairman, I suggest that we put into the record what Mr. Conner did say to these men, then the record will be complete. I understand that from the Award the men were under the impression that they would get the revised scale, but as Colonel Wood states, there was no notification from anyone that the question was under consideration. If it had been known by the coal merchants that the question of trimming coal was up for discussion, they would certainly have gone down and given their views just as they went down and gave their views on other things. The coal merchants presented no facts or comments because they had no notification.

CHAIRMAN:
In all cases I have attended, to, the men have always presented their case in the form of briefs.

BYRNES:
Mr. Reeves haven't you been receiving some telegrams?

REEVES:
Quite right, Mr. Byrnes, but all dated since the Award, but my contention is that when the question was decided, the coal merchants knew nothing of it.

CHAIRMAN:
Then the question for us to consider is whether the trimmers come under the longshoremen's award.

BYRNES:
I would like to read a letter addressed to Pearsaw. (reads letter copy of which is attached hereto and marked "a") It was understood a few days ago that they would send a man down here from Washington; then they advised us to have Mr. Jacobsen act as Chairman and handle the case.

WOOD:
The men claimed that their case comes under the longshoremen's case; the coal dealers say it does not. It has always been the custom for the trimmers to do trimming on the bunkers of ships, and the longshoremen have never done that class of work and their scale (trimmers) has always been slightly different from the longshoremen's scale; in consideration of that, the trimmers always get that class of work. The dealers have renewed a contract with the Union, which they renewed in September, and was for two years, which contract was signed; we claimed that the contract should stand and it's up to this Commission whether it does or not. As far as the clause in the Longshoremen's Award regarding the trimming of coal, our understanding is that this pertains to work which longshoremen have always done and which has never been done by the trimmers; the Coal Trimmers Union has never been permitted to do that kind of work. On the other hand, where we put bunker coal in with machines, the trimmers have always trimmed that coal, and the longshoremen have never trimmed that coal, and have never claimed it. Now, as far as shifting coal on a ship, it was proper for the Commission to include that in the longshoremen's work; but to come in and say that that also applies to trimmers which calls for work never done by trimmers, we claim that the trimmers could not be included in that Award. That's correct, isn't it, Mr. Reeves?

REEVES:
That's the way I understand it, but they were requested to handle it and say how far that basis applied ~~on~~ the coal wheeler's situation, and then the merchants would ~~meet~~ meet with them and thrash out what, if anything, was proper, ~~in~~ over September, 1918. It was while that question was being thrashed out that the Award was accepted, basis work suspended.

WOOD:
I don't know.

BISSO:
Yes, sir.

PEARSAW:
Well they trim that coal and we trim it From the barges, so are both trimmers. Where is the difference?

BYRNES:
Just a minute gentlemen, I will read part of the Award. (reads paragraph 3 of copy of Award attached hereto and marked "B")

REEVES:
Mr. Byrnes, that has to do with longshoremen and not trimmers.

BYRNES:
Take the position I hold, Captain; I am affiliated with the Screwmen, but we are all longshoremen.

WOOD: (referring to Award)
5 This starts off with the general longshoremen and deepsea steamship companies and contracting stevedores - we are not trying to act for the deepsea steamship companies and stevedores.

BYRNES:
The Knights of Labor are getting 50 cents per hour and the longshoremen are getting 65 cents, because the Knights of ----

REEVES:
What were the wages being paid longshoremen?

BYRNES:
50 cents, 75 cents and $1.00.

REEVES:
What were the trimmers being paid at the same time?

BYRNES:
50 cents and 80 cents.

REEVES:
In other words, the regular time was the same as the longshoremen for handling of freight - there was no premium paid for handling coal.

PEARSAW:
Yes, sir.

WOOD:
Well, why is it if the longshoremen were handling this class of work for the regular fifty cents per hour and now they have given them 15 cents per hour more?

BYRNES:
Well, it is that way all the way through. Up to 85 cents per hour for handling oil, creosote, etc.

DRANE:
Mr. Byrnes, in the unloading of cars on the dock, are they affiliated with you?

BYRNES:
Yes, sir.

BYRNES:
They come under the longshoremen, but the car unloaders came to an agreement.

REEVES:
In connection with the rates, I would like to know what the men expept by way of hours.

BYRNES:
Well, the men ask for eight hours.

REEVES:
I wanted the men to say something regarding working hours.

PEARSAW:
They want the same as the longshoremen.

BISSO:
Mr. Byrnes, if I understand it right, is whether the coal wheelers come under this Award and if the Committee decides they come under the Award that will end it; and if the Committee decides they do not come under the Award then we could meet further. I don't see any use of going into details until the Commission decides that they don't come under the Award.

REEVES:
For Captain Bisso's information, before he came in it was stated by the Chairman that this Commission had been called together by the National Adjustment Commission to hear the grievance of the men - in other words, not only to hear whether the case was settled previously, but also to hear anything further they want to say in order to get it settled all at once.

WOOD:
Mr. Reeves, regarding the subject of hours, I understand that the men claim 8 hours - Is that from 7:00 a.m. to 4:00 p.m., or is it 8 hours?

BYRNES: (reads first paragraph of Award, copy of which is attached hereto, marked "B")

DRANE:
The coal merchants seldom go to work at 8:00 a.m. - we have to place equipment which can't be done for 7:00 o'clock.

BYRNES:
I am standing by the Award which has been made.

DRANE:
That's where we go back to our original statement about not having been notified; if we had been given an opportunity to appear before the Committee, we would have stated that we could not work for 7:00 o'clock.

HOLMES:
We have sometimes two machines working all night long to make preparations for the next morning; we only start work in the morning when the bunker foreman feels satisfied that the trimmers are needed after the machines dump.

PEARSAW:
Understand, Mr. Byrnes, that when they want us there for 7 o'clock in the morning, but sometimes we don't make a nickle, although we reported there at 7 o'clock in the morning. Mr. Bisso is hardly ever ready before 11 o'clock, but we are there at 7 o'clock just the same.

DRANE:

If we have them at 7 o'clock in the morning and don't work them, we have to pay them 2-1/2 hours. If we order them out for 7 o'clock and don't work them we pay them 2-1/2 hours. If we put the machine alongside ship at 7 sharp, and the men report at

change their clothes; in other words, [illegible]
get 8 hours work at the straight time. Is that right?

HOLMES:
No, sir; not all of it.

DRANE:
Well, if you report at 7 o'clock you can't get to work before 8 can you?

HOLMES:
Yes, sir; we can.

BISSO:
When the machine starts it takes a half or one hour to put in enough coal to put the men to work.

WOOD:
By fixing the hours from 7 to 4, it brings the overtime period (4o'clock) on when we really have only gotten in 7 hours' work.

DRANE:
If we started the trimmers at 7 o'clock we would have to start our other labor at 6 o'clock. I think that's a question that was never brought up in this Award on which we never received a hearing.

REEVES:
And I think it is very important.

HOLMES:
In September I had a job on one machine all night long (I think my time that night was 11 hours). Then the big machine was manned by two men. They make preparations, we getting up some mornings at 3 o'clock to get out, and they make preparations for 7 o'clock.

DRANE:
Preparations can not be made for 7 o'clock, because it would change all working conditions.

BYRNES:
We will be discussing this question all day. We are only concerned on the hours and the wage.

WOOD:
I want to file here some copies of letters (Reeves letters, copy of which are attached hereto and marked "C D E & F")

It is agreed by all conferees to adjoin temporarily and hold the matter in abeyance pending receipt of word from the National Adjustment Commission as to whether the Award governing longshoremen also applies to local coal wheelers and trimmers.

Adjoined at 1:30 p.m.

Certified to be a correct transcription of all notes taken:

H Reeves

Secretary.

hjb-r

803 Audubon Building, New Orleans, La., [illegible]

between members of the

LOCAL WAGE ADJUSTMENT COMMISSION

PRESENT:

Hans A. M. Jacobsen, Temporary Chairman,
R. D. Reeves, Member representing Coal Merchants,
James Byrnes, Member representing Coal Wheelers and Trimmers,
H. J. Boisseau, Secretary.

The Chairman then read the following telegrams:

"New Orleans, La.January 7,1919.

O'Conner Room 707 No 11 Broadway New York N Y

Advise quick if your Award of November second to International Longshoremens Associations Mobile Gulfport New Orleans and all Texas ports applies also to coal trimmers and coal wheelers.

JACOBSEN"

"New York N Y, January 8, 1919.

Mr Hans Jacobsen 803 Audubon Bldg New Orleans La

O'Conner advises that no coal men were present at hearings prior to award of November 2 consequently it would be necessary to hold additional hearings to take up question of award to coal trimmers and coal wheelers I understand that your Commission has been requested to hold such hearings and the National Commission earnestly requests that you continue to act as Chairman.

B. M. Squires,Sec'y, National Adjustment Commission."

"New Orleans, La.,January 7, 1919.

J L Palfrey US SHIPPING BOARD Washington DC

Advise quick if your Award of November second to International Longshoremens Associations Mobile Gulfport New Orleans and all Texas ports applies also to coal trimmers and coal wheelers.

JACOBSEN"

"Washington,DC,January 9, 1919.

Hans A.M.Jacobsen,803 Audubon Bldg, New Orleans, La.

National Adjustment Commission cannot advise on your questions without hearing Stop Your Commission should consider first whether employers in question were parties to longshore arbitration and bound by Award second whether employees in question come within terms of Award Stop From your decision on these as on other questions the appeal may be taken to the National Adjustment Commission.

William Z.Ripley, Chairman,
National Adjustment Commission Shipping Board."

"Washington, D.C.January 8, 1919.

Hans A. M. Jacobsen, 803 Audubon Bldg, New Orleans, La.

Your wire Palfrey seventh Have requested new chairman National Adjustment Commission to get in touch with Palfrey immediately relative application Award November second Shall advise soon as word is received.

Ehrmann"

CHAIRMAN:

The other day I requested that my decision be held over until I could hear from Washington to see if the longshoremen's Award should also cover coal trimmers. Now I see I was right. So far as I can see, we should now take up the question of wages and hours.

MR. BYRNES:

Well, Mr. Chairman, I am going to stand on eight hours, from 7:00 to 4:00, and $1.05 for overtime! also seventy cents per hour for straight time.

My idea is that the coal wheelers and trimmers should be [illegible] practically the same relation to longshoremen as they have been in the past. In the past the coal trimmers have received for their work substantially the same as the longshoremen got for their regular work. In other words, when the longshoremen basis was 50 cents per hour for handling regular freight on ships (that meant any and everything except in some special cases) the coal wheelers and trimmers received 50 cents per hour. I understand under the November Award the basis or rate of pay for longshoremen for regular work is 65 cents per hour and they are allowed special premiums for special classes of work, such as 5 cents for handling of coal and some special other bases for handling cement, possibly oil, trimming or shifting grain, handling creosoted timber, wood preserver and like commodities. It is my idea, therefore, that coal trimmers, having only one commodity to handle, ought to be kept on the same basis they have always been granted and that would be 65 cents per hour. In the case of longshoremen they are not equipped to trim coal and handle the commodities for which they are granted the additional scale in the same way they are for doing the regular work, and I think it will be much better and more satisfactory for all concerned if the same relationship which has heretofore existed as to scale between regular longshoremen work and regular coal trimmers or wheelers work is continued. With respect to hours, there is merit in the point made by the coal merchants that it is almost impossible to line work up for coal trimmers to start at 7:00 o'clock in the morning without compelling crews handling coal equipment to start to work at 6:00 o'clock and which manifestly would be unfair to such other members of the crew. It is my belief and position, therefore, that while we should fix eight hours as a basic day, the working time should start say, at eight o'clock in the forenoon and run for eight consecutive hours (excluding the noon hour, between twelve and one o'clock) , or fixed eight hours as a basic day and count as straight time from the time the men start work anywhere between eight and nine o'clock up to not later than six p.m., excluding, of course, the noon hour. Expressed a little differently, let the men receive regular pay for eight hours nor so much thereof as they may work between 7:00 a.m. and 6:00 p.m., excluding the dinner hour; it being understood, of course, that any work the men may do after 6:00 p.m., or between 6:00 p.m. and 7:00 a.m., will be on the overtime basis and any work done during the noon hour will be at the overtime scale. Also if they work more than eight hours between 7:00 a.m. and 6:00 p.m., let any time in excess of eight hours be at the overtime rate. In the case of coal trimmers, the men are only paid for actual time put in, except where they are held on work for minimum periods as stipulated in the contracts, where they are paid certain arbitrary amounts, work or no work. It is understood that the basis for overtime according to my view, would be $1.00 per hour and 65 cents per hour for regular time.

CHAIRMAN:

I recommend the adoption of Mr. Reeves' suggestion as the basis to govern.

(Mr. Byrnes dissenting, as per his statement above).

Certified to be a correct transcription of all notes taken:

H Bisson

Secretary.

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION.

Buffalo, N. Y.

705 Bowling Green Building,
New York, N. Y.,
January 3, 1919.

Mr. Philip Pearsaw,
President Local 45, I.L.A.,
1006 Julia St.,
New Orleans, La.

Dear Sir and Brother:

Your letter of 27th ultimo in which you informed me that the men had returned to work pending a settlement, reached this office some days ago.

It is my understanding that the Local Adjustment Commission at New Orleans, composed of Mr. Reeves, Mr. Jacobsen and Mr. Byrnes were instructed yesterday by wire to take up and adjust the matter of trimming coal in New Orleans and no doubt this will be done within a few days.

With best wishes, I remain,

Fraternally yours,

(Sgd) T. V. O'Conner.

COPY.

DATE OF AWARD: November 2, 1918.

PETITIONING PARTIES: The International Longshoremen's Association and affiliated locals engaged in general longshore work at Mobile and vicinity, Gulfport, New Orleans and vicinity, and all Texas ports.

OTHER PARTIES INTERESTED: Deepsea steamship companies and contracint stevedores at the above ports.

SUBJECT: Readjustment of wages and working conditions of general longshore labor at the above mentioned ports. Submitted under the National Adjustment Commission agreement.

A W A R D

The question of readjustment of wages and working conditions of general longshore labor in connection withdeepwater vessels at the above ports was considered by the National Adjustment Commission at meetings convening at New Orleans, La., October 30, 1918, and reconvening October 31, 1918, and after hearing the parties and their testimony, the Commission awards as follows:

FIRST: The basic working day of eight (8) hours from 7 a.m. to 12 o'clock noon, and from 1 p.m. to 4 p.m. is hereby established.

SECOND: On general cargo men shall receive 65¢ an hour for regular time on all week days and all other time shall be counted and paid for as overtime at the rate of $1.00 per hour.

THIRD: Men employed in loading and trimming coal for a steamer's own bunker purposes and in loading and discharging coal cargoes, shall be paid 5¢ per hour regular time over the above rates and time and one-half for all overtime.

FOURTH: Men employed as follows shall be paid 10¢ per hour for regular time over the above rates and time and a half over-time:

(a) grain timming; spout-tending, sacking, sewing, stowing and shifting grain aboard ship, excepting grain shipped in cars ready sacked for export.

(b) handling creosoted timber, cotton ties, and all other creosoted material, and wood preserver and kindred products.

(c) handling cement.

(d) fitting ships with shifting boards, cattle, fittings and bulkheads and all work of a like character or dismantling the same.

FIFTH: Men employed handling bananas shall be paid 55¢ per hour for regular time and time and a half for all overtime.

SIXTH: Men employed on kerosene, gasoline and naptha in cases when loaded by case oil gangs or with a fly, shall be paid 85¢ per hour regular time and $1.25 per hour overtime.

DATE OF AWARD: November 2, 1918.

PETITIONING PARTIES: The International Longshoremen's Association and affiliated locals engaged in general longshore work at Mobile and vicinity, Gulfport, New Orleans and vicinity, and all Texas ports.

OTHER PARTIES INTERESTED: Deepsea steamship companies and contracint stevedores at the above ports.

SUBJECT: Readjustment of wages and working conditions of general longshore labor at the above mentioned ports. Submitted under the National Adjustment Commission agreement.

AWARD

The question of readjustment of wages and working conditions of general longshore labor in connection withdeepwater vessels at the above ports was considered by the National Adjustment Commission at meetings convening at New Orleans, La., October 30, 1918, and reconvening October 31, 1918, and after hearing the parties and their testimony, the Commission awards as follows:

FIRST: The basic working day of eight (8) hours from 7 a.m. to 12 o'clock noon, and from 1 p.m. to 4 p.m. is hereby established.

SECOND: On general cargo men shall receive 65¢ an hour for regular time on all week days and all other time shall be counted and paid for as overtime at the rate of $1.00 per hour.

THIRD: Men employed in loading and trimming coal for a steamer's own bunker purposes and in loading and discharging coal cargoes, shall be paid 5¢ per hour regular time over the above rates and time and one-half for all overtime.

FOURTH: Men employed as follows shall be paid 10¢ per hour for regular time over the above rates and time and a half over-time:

(a) grain timming; spout-tending, sacking, sewing, stowing and shifting grain aboard ship, excepting grain shipped in cars ready sacked for export.

(b) handling creosoted timber, cotton ties, and all other creosoted material, and wood preserver and kindred products.

(c) handling cement.

(d) fitting ships with shifting boards, cattle, fittings and bulkheads and all work of a like character or dismantling the same.

FIFTH: Men employed handling bananas shall be paid 55¢ per hour for regular time and time and a half for all overtime.

SIXTH: Men employed on kerosene, gasoline and naptha in cases when loaded by case oil gangs or with a fly, shall be paid 85¢ per hour regular time and $1.25 per hour overtime.

SEVENTH: Except as above provided, differentials based on commodities handled are abolished.

EIGHTH: The Commission finds no such uniformity of conditions among Gulf ports to warrant the establishment of a uniform scale for handling timber out of water at all ports. In case the parties interested are unable to agree in the several ports upon the scale for such work, the matter is hereby referred to the Local Adjustment Commission at Galveston for all Texas ports and to the Local Adjustment Commission at Mobile for ports East of the Mississippi, with recommendation to establish a scale as unfform as conditions may warrant in their respective vicinities, giving due consideration to the relation of such wages to general longshore wages and to the changes in the general longshore wages scale made by this award.

NINTH: In case any difference arises between employers of longshore labor and employees at any of the above ports, either with respect to the interpretation of this award or of any other nature whatever, no stoppage of work shall occur under any circumstances and any such dispute which cannot be immediately settled between the parties, shall be referred to the appropriate local adjustment commission, with right of appeal to the National Adjustment Commission in Washington, whose decision shall be final. Any local rule or by-law inconsistent with this article is null and void.

TENTH: Except as herein expressly provided, all other terms and conditions in the several ports shall remain as provided by the several agreements now in force or expiring at each port, and no agreement establishing any commodity differential not herein provided or modyfying any differential herein provided shall be valid unless approved by the National Adjustment Commission.

ELEVENTH: This award shall become effective for the ports of Galveston and Texas City as of September 15, 1918, and for all other ports above mentioned as of November 11, 1918, and shall remain in effect until and including September 30, 1919, unless the National Adjustment Commission, of its own motion, upon grounds of National policy, shall sooner reopen and modify the terms thereof.

JOHN G. PALFREY,
Acting Chairman,

JOHN R. McLANE

EDWARD J. BARBER

T. V. O'CONNOR.

SEVENTH: Except as above provided, differentials based on commodities handled are abolished.

EIGHTH: The Commission finds no such uniformity of conditions among Gulf ports to warrant the establishment of a uniform scale for handling timber out of water at all ports. In case the parties interested are unable to agree in the several ports upon the scale for such work, the matter is hereby referred to the Local Adjustment Commission at Galveston for all Texas ports and to the Local Adjustment Commission at Mobile for ports East of the Mississippi, with recommendation to establish a scale as unfform as conditions may warrant in their respective vicinities, giving due consideration to the relation of such wages to general longshore wages and to the changes in the general longshore wages scale made by this award.

NINTH: In case any difference arises between employers of longshore labor and employees at any of the above ports, either with respect to the interpretation of this award or of any other nature whatever, no stoppage of work shall occur under any circumstances and any such dispute which cannot be immediately settled between the parties, shall be referred to the appropriate local adjustment commission, with right of appeal to the National Adjustment Commission in Washington, whose decision shall be final. Any local rule or by-law inconsistent with this article is null and void.

TENTH: Except as herein expressly provided, all other terms and conditions in the several ports shall remain as provided by the several agreements now in force or expiring at each port, and no agreement establishing any commodity differential not herein provided or modyfying any differential herein provided shall be valid unless approved by the National Adjustment Commission.

ELEVENTH: This award shall become effective for the ports of Galveston and Texas City as of September 15, 1918, and for all other ports above mentioned as of November 11, 1918, and shall remain in effect until and including September 30, 1919, unless the National Adjustment Commission, of its own motion, upon grounds of National policy, shall sooner reopen and modify the terms thereof.

JOHN G. PALFREY,
Acting Chairman,

JOHN R. McLANE

EDWARD J. BARBER

T. V. O'CONNOR.

RIVER & OCEAN TOWING COMPANY

New Orleans La December 20, 1918.

Mr. H. B. Ehrmann, Secretary,
National Adjustment Commission,
U. S. Shipping Board,
Washington, D. C.

Dear Sir:

Your letter dated December 13th re wage schedule paid members of Coal Wheelers Local Union No. 45, which was acknowledged by the office during my absence, has my personal attention to-day.

I enclose herewith a copy of the contract between the Coal Wheelers Local Union No. 45, I. L. Association and our Company dated September 25, 1918, which applies for a period of two years.

This contract is identical with the contracts signed by all the other coal suppliers in this port.

This clearly sets out the wages which are 50 cents per hour regular time, and 80 cents per hour overtime, including Sundays and holidays. There is a minimum working period and other exceptions, as set out in the agreement.

We were not aware of any dissatisfaction or question of wages under this arrangement until the matter was brought up recently by a committee from the Union following the decision in the longshoremen's case. At that time we frankly explained to the men that the award in the longshoremen's case, which applied to steamship agents and stevedores, in our judgment only applied where longshoremen working aboard ships were required to shift coal from one hatch to another, or from a hatch to bunkers in instances where ships reach this port with a surplus of coal. In fact, we are quite sure a situation of this kind is what caused the presence of the provision for trimming coal in the stevefores' agreement, as the stevedores do not bunker or deliver export coal to ships, such work now being done by coal merchants or suppliers andhas always been handled by coal merchants or suppliers through the Coal Wheelers Local Union No. 45. And further the members of the Coal Wheelers Local Union No. 45 are not permitted as such to shift surplus coal on ships from one part of the ship to another, this work always being done by the longshoremen, who, by the way, are not experienced or as well equipped for handling coal as the men regularly engaged in that work.

In this connection while there always has been a similarity in conditions and general terms of our agreement with members of the Coal Wheelers Local Union No. 45 as compared with the contract between the longshoremen and the stevedores, the Coal Wheelers have never demanded exactly the same scale, as is evidenced by this contract.

Furthermore, we were not advised of any agitation for a new wage scale by the Coal Wheelers, nor invited to be present when the whole subject of longshoremen's wages was handled at the hearing here recently when the evidence was submitted by the interested parties.

We must, in view of the foregoing, conclude that the agitation for increased pay by the coal trimmers as a general proposition, is altogether an afterthought, and the present is an effort on their part to secure an increase due to the clause appearing in the longshoremen's award against stevedores.

We have all along endeavored to be not only fair but quite liberal

with our coal trimmers and that is still our position, and if conditions should become such as to warrant some changes in our existing arrangement, we will be only too glad to discuss such matters with the men at the proper time.

Yours very truly,

MANAGER.

Enc-1.

EEW/B

COPY.

$ Agreement entered into between RIVER & OCEAN TOWING COMPANY of the Port of New Orleans, and COAL WHEELERS' LOCAL UNION NO. 45, I.L. ASSOCIATION for the term of two years, beginning September 25, 1918, and ending September 25, 1920.

RIVER & OCEAN TOWING CO. agree to employ only members of the above named Union when available. The Association agrees not to join any sympathetic strike unless with regularly organized Unions directly connected with the shipping interest of the Port of New Orleans.

(1) SCALE OF WAGES; for day's work 50¢ per hour - from 7 a.m. to 12 noon and from 1 p.m. to 6.p.m.

(2) OVERTIME: Regular overtime 80¢ per hour. Overtime runs 12 noon to 1 p.m. and from 6 p.m. to 7 a.m.; also Sundays and holidays. Nothing but one-half and whole hours will be paid; 14½ minutes of the one-half, half or whole will be paid in full for one-half or whole hour.

(3) UNIONMEN: preference to union men to be employed when available under a Union foremen, member of the Union. The foreman shall furnish all orders to them and see that the men perform a satisfactory day's work to employer and that this rule is strictly carried out. Union obligates itself to furnish necessary labor when called upon to do so.

(4) RUNS: Run building on ship shall be paid one-half hour for putting on and one-half hour for taking same off.

(5) HOLIDAYS: May 30th, Good Friday, Fourth of July, Labor Day, Thanksgiving Day, Christmas, New Year's Day, Mardi Gras and Sunday - Tariff 80¢ per hour.

(6) GRIEVANCES: All grievances arising between employers and employees shall at once be made known to the President and he is to act at once and notify the Local of the same.

(7) SHIPS: All coal trimming in steamships' bunkers from steam elevator, handling or wheeling coal on the decks of ships shall be paid 50¢ per hour for day's work, beginnign at 7 a.m. until 12 M and from 1 p.m. to 6 p.m.; and all overtime shall be paid for on basis named in Article 2. When the men have worked until 12 noon or 6 P.M. as the case may be, they shall stop one hour to eat, except in case of emergency. Should they work, they shall be paid the regular overtime of 80¢ per hour.

(8) OUTSIDE PORTS: When men are ordered to go to Chalmette Slip, Old Chalmette, Violet, In the Stream, Westwego or Southport, in day time or at night, they shall receive not less than five hours of a day's or night's time work or no work. Should men be needed to continue work after 6 p.m. the same night, they shall receive their regular overtime on basis named in Article 2.

(9) CITY FRONT: When men are ordered anywhere on the City Front (American Sugar Refinery to Marine Hospital inclusive) day or night, they shall after waiting five hours without work receive not less than two and one-half hours time of a day's or night's time - work or no work.

(10) SETTLEMENTS: All payments to be made daily by the clerk on the machine or place, direct to the men and not by the foreman.

(11) COALINGS OUTSIDE HARBOR: If men are called to leave the city to coal ships outside of Ports named in Article 8, 45 miles or more below the City including at Quarantine or in the Passes, they are to receive not less than $7.00 each.

(12) TERRITORY COVERED: Above agreement includes all work within jurisdiction of the New Orleans Dock & Cotton Council.

With full recognition of the Union.

RIVER & OCEAN TOWING COMPANY,
Elmer E. Wood,
Manager.

WITNESSES

COMMITTEE REPRESENTING COAL WHEELERS LOCAL UNION NO. 45
Philip Pearsaw
Ernest Wilson
Alex Rhodes

copy.

(C O P Y)

RIVER & OCEAN TOWING COMPANY

New Orleans, La., December 19, 1918.

Mr. H. B. Ehrmann, Secretary,
National Adjustment Commission,
U. S. Shipping Board,
Washington, D. C.

Dear Sir:

Your letter dated December 13th requesting information regarding wages paid to coal trimmers at this port, was received during Mr. Wood's absence from the office on account of illness.

We expect Mr. Wood at the office tomorrow, when he will reply fully to your letter.

Yours very truly,

(Signed) Elmer E. Wood,

Per G,

MANAGER.

(C O P Y)

UNITED STATES SHIPPING BOARD.

Washington

December 13, 1918.

River and Ocean Towing Company,
Attention E. E. Wood, Manager,
New Orleans, La.

Gentlemen:

We have had some correspondence with the coal wheelers' local #45 of New Orleans regarding wage rates for coal trimmers at that port, and we would greatly appreciate your advising us as promptly as possible, what you understand to be the present wage rates to be paid to coal trimmers at the port of New Orleans.

I thank you for your attention to this matter.

Yours very truly,

(Signed) H. B. Ehrmann,

Secretary,
NATIONAL ADJUSTMENT COMMISSION?

DEPARTMENT OF LABOR

TELEGRAM

11Po. Da. 14 Collect

New Orleans La., February 27, 1919

H. L. Kerwin,

Assistant Secretary Labor,

Washington, D. C.

Wire received. Hustling after Holmes Longshoremen's controversy No C 2120

McWade

3:40 P.M .

RECEIVED
FEB 19
SECRETARY'S
OFFICE

New Orleans La Feb 16/1919

Sec of Labor

Mr William Bauch of Wilson

Dear Sir Duties of mine as a member of Provinces of The Local No. 46: International Longshoreman. assan. do beg you to report in some form that will look like national — adjustment — settlement in the labor wages scale of the Coal Trimers we have had changes made by the local Bord and caused trouble in our ports of New Orleans prices change from 70 cent — to 65 cent —

a. [illegible] to 8.00 and also
from 4.oclock p.m. to 6-PM
and our men still and do
nock off at-4.P.M. and
it is not-satfactory to the agent
we have recive papers.
that we did and do not-belive
is goverment-papers and
will be glad to hear from
you we have been submissi-
ve. as possible we was refuse
the rights of Coal Trimers
and after manny day we
recived the above mention
prices which different-to
the pries set-by the labor
Bord. we wants nock off like
all other Union Men we are
the Caal bunker men

are wanted by the agents
to Contine until six if we
have not made 8 hours that
day and if any man has
made 8 hours he is nock off.
and the short time men
most until six if he wants
over time now dear Sir some
live 3 are 4 miles from his
work and been out from
4 are 5 in the morning
trying to get to work and
glad when 4 O clock comes
now dear sir we would
to hear from you
personaly we feel

Gide / 4 ofma.

Please Reform the 25th.

like we are barred from
privliages given us and
as a Chairman of the
geoiousness Matters I
beg your Consideration
in this matter and
do hope you site me
and also
notify the public once
more from a working
man and also lover of
his home post-born in
New Orleans. 1877.
member of Local 45-
international long shorman
Coal Trimers Assn
The Holmes
2318 Third St N.O.

DEPARTMENT OF LABOR
OFFICE OF THE CHIEF CLERK

SUBJECT: LONGSHOREMEN.
SAVANNAH, GA.

NO. 170 213

14—106

Mr.H.L.Kerwin,
Assistant to Secretary of Labor.
Washington,D.C.

SCREENED
By KKW NARS, Date 8/20/99

My dear Mr.Kerwin:

Subject:- Longshoremen,Savannah,Georgia.

This matter in my opinion has never been in shape for a Conciliator to handle inasmuch as not much attention has been paid to our efforts in their behalf even though an attempt was made in their behalf.

Attatched letters show how far we went.

Mr.Franklin never answered my letter to him.

Mr.T.V.O'Conner has never informed me when Mr.Fricke will reach Savannah.

These Longshoremen are really frieght handlers of the railroads and receiving a higher rate than similar men.

They only handle freight for coastwise vessels.

There is a division of Deep sea Longshoremen at Savannah that have recently had an increase in wages and are seperate and distinct from Local No.1010.

Respectfully,

J W Bridwell

U.S.Commissioner of Conciliation.

Noted
JS

170-213
3-22

International Longshoremen's Association

Affiliated with
American Federation of Labor
International Transport Workers' Federation
and Trades and Labor Congress of Canada

Buffalo, N. Y.
705 Bowling Green Bldg.,
New York, N.Y.
March 13, 1919.

Mr. J. W. Bridwell,
U.S. Commissioner of Conciliation,
Savvannah Hotel,
Savannah, Ga.

Dear Sir:-

Your letter of the 8th instant which is relative to the Coastwise longshoremen at Savannah, has been received. I have been trying to get Mr. J. H. Fricke. President of the Gulf Coast District of the International Longshoremen's Association, to visit Savannah for the purpose of taking up the matters mentioned in your letter, and adjust them if possible.

I cannot give you the exact date Mr. Fricke will be in Savannah but it will be within the very near future. I understand the men have taken action to cease work March 15th and I wired them yesterday to hold this action in abeyance until Mr. Fricke can get there. I assure you I appreciate your efforts in behalf of those men and now wish to inquire if it would be possible for you to assist on a committee representing Local 1010 to draft up a proposition and present same to the Merchants and Miners, and Ocean Steamship Companies.

I sincerely hope the men will decide not to go on strike pending further efforts on your part and the approval of Brother Fricke, who will, I feel sure, be of great assistance in getting the matter adjusted.

Very truly yours,

TVO'C/I/J

T V O'Connor

Savannah, Ga. March 8, 1919.

Mr. Joe Franklin
Labor Division, U.S.R.R.Adm.
Washington, D.C.

My dear Mr. Franklin:

I have been assigned to a wage controversy here of the Longshoremen's.

In my conference with Paris Hamilton, Pres. of Local 1010, who is a colored man and says that the National Wage Adjustment committee had hearings at Savannah Nov. 2nd and that although that a decision of some kind would rendered in two weeks, that so far he cannot get any definite information.

These men handle only coastwise freight on the Ocean Steamship and the Merchants & Miners companies.

Was this committee a part of your division? The Ocean Steamship Co is still under the R.R.Admn. and the Merchants & Miners have just been released.

These men (600) have not made any formal demands on the companies, but have patiently waited for that decision, that rectroactive pay, and any thing else in sight that would be awarded.

These negroes appear very docile when requesting help to get something, but to stall them off too long they will not stand for, and it is better to settle with them if they have any thing coming.

I am asking their president where is the wage controversy, if no demands have been made.

Would thank you to wire me if you have any information on this committee that was here last November or put me in touch with them. Paris Hamilton says that Mr. Pelfrey was to notify him of the result of this investigation.

With my kindest and best regards,

Yours friendly,

Commissioner of Conciliation.

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
DIVISION OF CONCILIATION WASHINGTON

213

Savannah, Ga. March 8, 1919.

Mr. H. L. Kerwin,
Assistant to the Secretary of Labor.
Washington, D.C.

My dear Mr. Kerwin:

Subject: Wage controversy, Longshoremen, Savannah, Ga.

Local 1010 Longshoremen, Savannah, colored organization of about 600, have not presented the two companies with any demands or had any conferances with any one outside of the National Adjustment Committee that met here last November 2nd.

Since that time they have been waiting a decision of this committee, and writing to their headquarters for information.

I have taken it up with their president, Mr. O'Conner at New York, as well as with the labor division of the U.S.R.R. Adminstration, expecting replies at once.

These longshoremen are well organized and handle only coastwise merchandise. (excepting the wet goods, and the revenue officers keep an eye peeled for that)

My conference with Paris Hamilton did not give me much information to work on.

Respectfully yours,

J W Bridwell

Commissinner of Conciliation.

Noted
3-22

TELEGRAM

RECEIVED
MAR 7
SECRETARY'S
OFFICE

17 PO A 18 Gvt 1020p

Savannah Ga Mar 6 1919

H L Kerwin,

Wash Dc

Will take up longshoremans wage controversy

J W Bridgewell.

HLK
L

INTERNATIONAL LONGSHOREMEN'S
... ASSOCIATION ...

Affiliated with AMERICAN FEDERATION OF LABOR
International Transportworkers Federation, Trades and Labor Congress of Canada

LOCAL No. 1010

President Paris Hamilton
Address 18 Chapman ave
R.F.D. 200 augusta Road

Secretary Berrep
Address

RECEIVED MAR 8 SECRETARY'S OFFICE

Brdwell

City Savannah State Georgia

Date 3-4 — 1919

Mr W. B. Wilson Secretary of U. S. Departmen of Labor.
Dear Sir I whish To call your attention to the unrest with the members of Local #1010. at Savannah on November 2. 1918 the National Ajustment Commission From W. D. C. was down here and Held a Meeting in the United State Room Touching Scale of wagers For Coastwise Longshore work and up to Presant we have not had A hearing Mr J. G. Palfrey As Chairman told Me as President with in two weeks a decision would Rendered I have did all that I could to Keep the Members of #1010 at work these Mens are Getting very Restless and Some thing is Not down By 15th of March thay voted not to work the Coast off living is High and all thay Can Make is From $9 or little From that Some $12 up to $18 00 Per week which thay Can Not Support thair Famulay with - thay are leaving. Mr Wilson Dear Sir I Pray the to Look after thes Mens Conditions I think we are Entitled to Recive Some Consideration Pray the In this Most Humbel Pray

INTERNATIONAL LONGSHOREMEN'S

... ASSOCIATION ...

Affiliated with AMERICAN FEDERATION OF LABOR

International Transportworkers Federation, Trades and Labor Congress of Canada

President	Secretary
Address	Address

LOCAL No. 1010

City Sav State Ga

Date 191

To Answer At once

Fraternally Yours

Boris Hamilton Pres

18 Chapman Ave
R 7 D. 200. Augusta Road
Savannah Ga

Rush answer

DEPARTMENT OF LABOR
OFFICE OF THE CHIEF CLERK

SUBJECT: TANNERY WORKERS.

NO. 170/215-

14—108

St. Joseph. Mo.

SCREENED
By KHW NARS, Date 8/20/1984

Kansas City, Missouri.
May 1, 1919.

Hon. Hugh L. Kerwin,
Director of Conciliation,
Washington, D. C.

Dear Sir:

FINAL REPORT: In re: St. Joseph Tannery Company.

SUBJECT: Wages - Organization.

RESULT: Satisfactory. Eight hour day - 1½ for overtime. Female help to receive same wages as male.

On March 8, the United Leather Workers International Union, through the organizer, W. F. Allerman, asked the assistance of the Department of Labor on a strike of the employees of the St. Joseph Tannery Company, some of whom were members of the said organization.

Patrick F. Gill was appointed Conciliator and submits this, his final report.

In January, the organized employees of the St. Joseph Tannery Company, made certain demands upon the St. Joseph Tannery Company that were refused and, at this time, the employees, rather than try to force their demands by strike, let the matter drop.

March 1, the packing house in the vicinity of the St. Joseph Tannery Company, under an award by Judge Alschuler, increased the wages of the packing house employees $2.00 per week. On the same day, a committee of the unorganized employees of the St. Joseph Tannery Company waited upon Mr. Vannette and demanded an increase of two dollars per week. Mr. Vannette asked for time to consider the demand
Mr. Roy McKinzie, President of Local 94 of the United Leather Workers' International Union, an employee of the company, also asked the men not to leave their work, but the men refused and went on strike. All the employees, ninety men and fifteen women, left the plant.

On March 7, 8, 9, the employees all joined the United Leather Workers International Union and presented demands to the company in the

noted
Tile
ejb

170-215
03-2790
11-126

form of an agreement, a copy of which is attached hereto.

After several conferences with Mr. Lohall, General Manager, whose office is with Swift and Company, in Chicago and M~~[illegible]~~, Vanatta in charge of the plant.

The company set forth in a letter to your commissioner, just what the company would do in reference to its employees. The same was satisfactory to the men and women on strike and March 12, they all returned to their former positions.

Copy of said letter attached.

Respectfully submitted,

Patrick F. Gill

Mr. PATRICK F. GILL,
Commissioner of Conciliation,

SO. ST. JOSEPH. MO. March 11, 1919.

Dear Sir:-

The proposition presented by the Men who quit work at our plant March 1st., 1919 is not acceptible to us. When the men return to their former empolyment we will do the things listed below:-

There will be no discrimination against any man or woman on account of race, color, creed, nationality or for being a member of International Leather Workers Union Local 94, or any other Union neither will there be discrimination against man or woman for not being a member of a Union.

All female help will receive the same wages as male when doing the same class of work.

When employees are dissatisfied we will talk to them as a whole about any greivance or if they prefer talk with any Committee of Employees they may select.

Eight hours will constitute a days work and all time worked in excess of eight hours in any one day shall be considered overtime and be paid for at rate of time and one half.

All work done on following holidays shall be paid for at double time:- New Years Day, Decoration Day, Fourth of July, Labor day, Thanksgiving and Christmas Day.

All Sunday work shall be paid for at rate of double time, except work for necessary repairs to plant or equipment and this Sunday repair work shall be paid for at rate of time and one half.

Realizing there is some truth in the statements made by Judge Alschuler about high living costs we will make employees a special allowance to cover these high living costs of ten percent of their weekly wages until the allowance reaches the sum of $2.00 weekly. Or in other words when an employee receives over $20.00 per week in wages his allowance will only be the maximum or $2.00. This allowance only applies to employees working on an hourly basis. In changing the allowance we will be governed by future decisions of Judge Alschuler. We will start this allowance when men go back to work.

It is our intention to be fair with our employees in the future as we have been in the past but there is nothing in the above that shall bind us for any period of time, for no one knows what the business of this country is going to be in the immediate future. There in also nothing in the foregoing to prevent us from making any special agreements with men, such as we now have with our firemen, watchmen, etc.

Yours respectfully,

ST. JOSEPH TANNING CO.

L. B. Vanatta

[illegible] entered into by and between the St. Joseph Tanning Company, parties of the first part and its employees, Members of the United Leather Workers International Union Local #94, parties of the second part.

1. It is agreed by the parties of the first part that all employees must be Members in good standing of Local #94, United Leather Workers International Union.

All men & women to be restored to their former positions

2. There shall be no discrimination against any man or woman on account of his color, creed or nationality for being a Member of ~~said Union.~~ ~~Leather Workers Union~~ International Leather Workers Union Local 94

3. That all female help shall receive the same wages as male, doing the same class of work.

4. The Company agrees to meet a Committee of their Employees or their Representative to adjust any differences that may arrive in the future.

5. Eight hours shall constitute a days work, and that all time worked in excess of eight hours in one day shall be considered overtime, and shall be paid for at the rate of time and one half.

6. All work done on ~~Sundays and~~ legal Holidays ~~such as~~ New Years, Decoration Day, Fourth of July, Labor Day, Thanksgiving, and Christmas Day shall be paid at the rate of double time.

7. Back rollers are to receive 82 cts. per hour based on a minimum of 108 and a ~~maximum of 155~~ backs. Belly rollers to receive 63 cts. per hour based on a minimum of 160 bellies and ~~a maximum of 200 bellies.~~
Graders 50 cts. per hour.
Sealers 47 1/2 cts. per hour.
Left Laborers 46 cts. per hour.
Dry Dip, scrub-house, beam-house and floor workers 47 1/2 cts. per hour.
Beamers 63 cts. per hour.
Common Labor 45 cts. per hour.
Machinists and Millrite Helpers 47 cts. per hour.
Firemen 51 cts. per hour.
Firemen Helpers 48 cts. per hour.
Machinists and Millrites 65 cts. per hour.
Yard men to receive 62 cts. per hour based upon a crew of six men handling four rockers and three vats in any one day. Tank-house men to receive the same pay as yard men.

Leach House 50¢ per hr.

8. All Employees that were employed March 1st, 1919, shall receive all back pay due them from Oct. 7th, 1918, under the present agreement.

This agreement to be in force for one year from _____ March 1919, to _____ March 1920.

Firm _____

Committee of Local Branch #94.

_____

_____

_____

_____

DEPARTMENT OF LABOR

TELEGRAM

170/215

PO 14 Q 26 Govt

St Joseph Mo March 12,1919

Hugh L. Kerwin,

Dept. of Labor,

Washington.

Strike 100 employees StJoseph Tanning Co. settled.

Eight hour day , ten per cent increase in wages.

Patrick Gill

5pm

Noted
Filed
GJF

170-215
33-2790

11-126

SCREENED
By KHW NARS, Date 8/4/86

DEPARTMENT OF LABOR
OFFICE OF THE CHIEF CLERK

SUBJECT: Central Iron & Coal Co., Holt, Ala.

NO. 170
221

14—193

Mr. E. C. Davison, Gen. Secretary-Treasurer,
International Association of Machinists,
American Federation of Labor,
Washington, D. C.

My dear Mr. Davison:--

Permit me to acknowledge receipt of your letter of the 8th instant, with the accompanying copy of a letter from President V. J. Murphy, of Lodge No. 458, International Association of Machinists, Tuscaloosa, having reference to controversies at the plants of the Central Iron and Coal Company and the Semet-Solvay Company at Holt, Ala.

The Department received a letter from Mr. Murphy under date of March 8th in connection with these matters and immediately assigned Commissioner J. W. Bridwell to take up the controversies and endeavor to adjust them. You will note from a perusal of Mr. Bridwell's report, copy of which is enclosed herewith, that committees of the men will confer with representatives of the companies in an effort to arrive at a satisfactory adjustment. It appears that no such action had been taken previous to Mr. Bridwell's arrival there.

If, later on, again the services of a Commissioner of Conciliation are desired, the Department will be pleased to assign one.

Very truly yours,

EXACT COPY AS SIGNED BY H. KERWIN

BY

Assistant to the Secretary.

Enc. (1)
C/b

MAILED

International Association of Bridge, Structural and Ornamental Iron Workers

DEPARTMENT OF THE
GENERAL SECRETARY-TREASURER
American Federation of Labor Building

178/221+222

Washington, D. C.
April 8, 1919.

RECEIVED APR 9 SECRETARY'S OFFICE

H-D

Mr. William B. Wilson,
Secretary of Labor,
Washington, D.C.

Dear Sir:

Under date of March 5 one of our local lodges at Tuscaloosa addressed a letter to your office, calling your attention to a condition prevailing at the Central Iron and Coal Company and the Semet-Solvay Company at Holt, Alabama.

They have enclosed me a copy of this, with request that I take the matter up with you and see if something cannot be done to relieve the situation. In case you have not received this letter, I am enclosing copy for your information. Be very glad if you will advise us as to what disposition will be made of the case by the Department of Labor.

Very truly,

O. C. Davison

G.S.T.

UNION-MADE PAPER

Association of Machinists

LODGE NO. 458

OFFICE OF SECRETARY _____ ST.

_____ 19____

Place Tuscaloosa, Ala., Date March 5, 1919.

Hon. Wm. B. Wilson,
Secretary of Labor,
Washington, D. C.,

MAR -8 1919

Dear Mr. Wilson:-

We, the members of local Lodge #458 International Association of Machinists in called meeting tonight for the purpose of bringing to your and our International President, Mr. Wm. H. Johnston, attention, the fact that hourly wages have been cut 10 per cent by the Central Iron & Coal Co., and the Semet-Solvay Co., at Holt, Ala., which is a six-mile suburb industrial town to Tuscaloosa, and our members employed there have their membership in this local lodge. This appeal is on the request of a committee of our members employed by the two respective companies.

Both companies maintain an "open" shop, but we have always amanaged to keep a 100 per cent union men on the real mechanical work, the rough and rigging work being done by handy men and negroes, who are paid a small sum under our mimimum wage scale, which we have set at and are striving to hold at 65 cents per hour, in contracting and manufacturing plants.

All shops, including the two above referedto have been paying 68 cents per hour. The cut that has been made there will put our members employed there below the 65 cent mimimum scale, and they will be compelled to quit their jobs ornwe will have to pull them out and advertise the job to keep our members away from them.

Now, neither one of these course are to our liking hence, our appeal to you, for if these men quit they will be compelled to move from Holt as the whole town is absolutely owned by the Central Iron & Coal Co., and they are the landlords of every home in Holt. They hold a written agreement whereby the employe agrees to vacate the house immediately on leaving the service of the company.

Are, if we are forced to strike it would mean to agitate the question among the coal and ore miners of the company, and to organize the plant operators and pull an effective strike.

But if our United States Dept. of Labor is as effect- and as efficient in this time of reconstruction and re-adjustment as it were through the time of hostilities as every patriotic, loyal union man and woman prayse and believe it is, we can avoid this thing which will only work hardships upon capital and labor and last but not least upon the present administration, which organized labor we can assure you wishes to help through a fair arbitrary board, which will mean as much to industrial peace as the League of Nations to international peace.

W. B. W. #2

MAR -8 1919

At present there are only a few machinists involved in this the operating force of the plants not being organized.

Their coal mines are located at Kellerman, Alabama, this county, and the ore mines at Friedman, also this county.

This wage cut bulletin was posted on February 28th to take effect March 1st. So we have had very little time to cope with the matter

But you can readily see how vital it is for these companies are working a 10-hour day on an 8-hour bulletin and paying 11-hours for 10-hours work. Yet in the face of that the bulletin states that the cause of the cut is beyond the power of the company. Now, any sane body of men will not swallow a gag like that.

If there is any pressure which causes these companies which are old "10-hour drawbacks" to education and civilization to work a 10-hour bulletin, for the sake of economic efficiency to reduce operating expenses, why in God's name don't they let wages stand and cut to 8-hours and save three hours of 68 cents pay, instead of cutting hourly wages and paying three hours of 61 and 2/10 cents, and makinh the men a present of 61 and 2/10 cents. But we believe it is their intention to pay the extra hour only for a while and then go on the old 10-hour day, with 10 hours pay at 61 and 2/10 cents per hour.

Please let us know immediately what action, if any that your department will take on this matter.

Sincerely yours
Oak City Lodge #458, Int. Ass'n. Machinists.

President. V. J. Murphy

Secretary. W. A. Smith

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DIVISION OF CONCILIATION

Tuscaloosa, Ala. March 29, 1919.

Mr. H. L. Kerwin,
Assistant to the Secretary of Labor,
Washington, D.C.

My dear Mr. Kerwin:

Subject: Controversy Machinist, Blacksmiths and Boiler Makers vs Central Iron & Coal Co. and the Sement-Solvay Company Holt, Alambama.

These companies reduced by bulletin all hourly employes 10% on and after Marsh 1, 1919.

Although resident manager of the Sement-Solvay Company agreed with the writer that the solution to this matter was the Eight hour work day instead of the ten hours now in effect he was powerless to act for his company.

Mr. Wolf, the V.P. of the Central Iron & Coal Co. had left on a trip to Florida. This company is the controlling one as the Sement-Solvay is a by-product of the other.

The committee of the men will take this up with the companies and their respective organizations in the manner that should have been done in the first place before a conciliator was called in.
The eight organized men will not submit for this reduction after April the first.
There seems to be no effort of the 500 unorganized to combat this reduction.
This looks like a movement to begin the reduction of wages in the Birmingham district in the iron industries.

Our friend, Mr. Rhodia is holding a series of meetings around Tuscaloosa and seems to be meeting with success, inasmuch as the local paper has given him the title "Industrial expert".

Respectfully yours,

J W Bridwell

Commissioner of Conciliation.

Copy in 17422

Noted
Tile
JB

3-35

OFFICE OF THE SECRETARY
WASHINGTON

221

PRELIMINARY REPORT OF COMMISSIONER OF CONCILIATION.

Tuscaloosa, Ala. March 20, 191 9

RE Controversy Machinist et al

Mediation requested by Machinist

Commissioner J.W. Bridwell

Date of assignment March 12, 1919, 191

To the HONORABLE, THE SECRETARY OF LABOR:

For your information I have the honor herewith to submit a preliminary report of my efforts as Commissioner of Conciliation

in the { trade dispute / impending strike / strike } affecting { Wage dispute

Questions involved: The reduction of wages of 10% of 3 machinist, 1 Boilermaker at Cen. Iron & Coal Co. 3 Machinist, 1 Blacksmith at Semet-Solvay Co. at Holt Ala. 4 miles of Tuscaloosa Ala.

Number of employees directly affected 8 (two companies)

Number of employees indirectly affected 400 (two companies)

Status of negotiations prior to arrival Practically none

Conferences held at Tuscaloosa and Holt Ala with

J.E. Beasely Res. Mgr	representing	Sement-Solvay Co.	March 20, 1919 (Date.)
--Wolf V.P.	representing	Central Iron & Coal Co	(Date.)
V.J. Murphy Pres.	representing	Machinist	March 19-20 (Date.)
C.E. Haslett	representing	"	" (Date.)
E.W. Gray	representing	"	" (Date.)
J.B. Gilmer	representing	Boilermakers	" (Date.)
L.D. Hawkins	representing	Blacksmiths	" (Date.)

Remarks: Committee of men work at M & O R.R. Mr. Beasley no power to act in the matter. Mr. Wolf said to be on his way to Palm Beach! The Business agt. at Birmingham should at least take this up with the district mgr. at Ensley a suburb of B'ham. Two seperate companies making a reduction of 10% at same time of 400 men. Strange to relate that there is no understanding between these companies??

J.W. Bridwell
Commissioner of Conciliation.

Noted
File
GFB

14—763 (Address.)

3-35

U. S. Department of Labor
INFORMATION AND EDUCATION SERVICE
Washington

Through the efforts of the State Building Trades Council of California, in co-operation with the Department of Labor, not a strike has occurred in the building industry of that state during the past year, according to an official telegram which has just reached the Secretary of Labor. In view of the Department's efforts to stimulate building as a means of reviving industry and restoring peace-time conditions, the attitude taken by the Council is most encouraging, and signifies the readiness of labor to cooperate in the undertaking to the best of its ability.

The telegram from the Council, addressed to Secretary Wilson and signed by Council officials, reads:

"The nineteenth annual convention of the States Building Trades Council of California, in regular session assembled, sends greetings, thanking you most heartily for sending your able representatives Edward P. Marsh and Thomas Barker to attend our convention at Fresno. Their valuable advice, so ably delivered, deeply appreciated by our delegates. This convention has recorded another year free from strikes.

With love,

Yours for peace and democracy,

C. A. Tveitmo, secretary
P. H. McCarthy, president."

Immediate Release. March 22, 1919.

U. S. Department of Labor
INFORMATION AND EDUCATION SERVICE
Washington

Official information reaching the Bureau of Naturalization, Department of Labor, is to the effect that the Hawaiian legislature has introduced a bill appropriating $10,000 for the Americanization of aliens living in that territory who are eligible to citizenship.

Minnesota recently passed a similar law, and all told, there are perhaps a half-dozen States which have adopted such legislation, but Hawaii is the first Territory actively to support citizenship classes in the public schools. Oklahoma was the first State to enter upon such work.

The bill was introduced in the Hawaiian Senate on February 20, and provides that instruction in English, as well as in American history and government, shall be given in the citizenship classes. A special effort will be made to reach Filipinos living in Hawaii.

954

Immediate Release.

U. S. Department of Labor
INFORMATION AND EDUCATION SERVICE
Washington

Employees of the Standard Car Tank Company of Sharon, Pa., charge that the company has recently discharged men without assigning reasons, has reduced the pay of pieceworkers from 8 to as high as 25 per cent, and have discriminated in favor of men living in company houses, who, it is alleged, are given six days work a week while other employees get only four. The Adjustment Service, Department of Labor, has assigned Commissioner of Conciliation James A. Smyth to the case. The men say that they will not go on strike without giving the Department opportunity to investigate, but they are disturbed by a rumor that the company will close the plant before it will deal with the boilermakers' union, of which they are members.

The Department has assigned Commissioner J. J. Walsh to a strike of cigar makers at Fort Wayne, Ind. The men have been out two weeks.

Commissioner W. H. Rodgers has been assigned to investigate a lockout of employees of the Collis plant at Clinton, Iowa.

957

U. S. Department of Labor
INFORMATION AND EDUCATION SERVICE
Washington

The Employers Industrial Commission of the U. S. Labor Department, designated by Secretary Wilson to study labor conditions in Europe, has finished its investigations and arrives in Halifax today, March 23, on the Olympic.

The Commission as appointed by the Secretary to act under the auspices of the Information and Education Service included E. T. Gundlach of Chicago, of the publishing industry; Dorr E. Felt of Chicago, connected with the machinery industry; R. J. Caldwell of New York, the textile industry; W. H. Ingersoll of New York, the watch industry; Eldon B. Keith of Boston, the shoe manufacturing industry; and R. R. Otis of Atlanta, the building industry.

One member of the Commission, Eldon B. Keith, died in London, from influenza, February 24. R. J. Caldwell and W. H. Ingersoll are remaining temporarily in Europe.

The Commission was accompanied by an economic adviser, Dr. Royal Meeker, Commissioner of Labor Statistics, and also by James R. Hawkins of New York as fiscal agent; George E. McIlwain of Boston as secretary, and Benjamin N. Squires of New York; Edgar N. Phillips and John A. Witt of Chicago as assistants.

The Commission has spent two months in England and France studying methods used by the British and French Governments to deal with labor reconstruction problems.

The members have consulted government officials, business men and labor men to get an opinion on industrial conditions. All possible sources of information, including many factories and groups of labor, were accessible to the Commission by the British Government officials. Leaders in London and industrial centers as far north as Glasgow were visited.

The preliminary to an exhaustive report on the investigation made by the Commission was sent in a cable from London to Roger W. Babson, Director General of the Information and Education Service, by E. T. Gundlach.

This report shows that the Commission arrived in London at a critical moment in the development of Great Britain's industrial history. This was during the strike of the Tube employees and the electricians, threatening to stop traffic and plunge London into darkness.

The report shows that the strikers were orderly, the usual London crowd jostling each other on the streets, the labor situation being discussed in the frankest language by all with not the remotest sign of violence. At no time was a policemen seen ordering the crowd to move on or dispersing any gathering.

The Commissioners met with Sir Robert Hume, the Minister of Labor, now a member of the Coalition Cabinet, and Sir David Shackleton, the permanent secretary of the Minister of Labor, a cotton spinner by trade, who for many years was one of the most prominent union leaders. Together these men from the windows of the office of the Ministry of Labor viewed the procession led by the King and Queen driving to the Houses of Parliament to open a session, probably the most important in the history of England.

The report states that the speeches of the King and the Prime Minister, delivered the opening day of Parliament, dealt almost entirely with labor.

Immediate Release. March 22, 1919.

U. S. Department of Labor
INFORMATION AND EDUCATION SERVICE
Washington

The recent decision of the steel men in their agreement of the Industrial Board of the Department of Commerce shows that it is useless to count on lower wages in the production of steel, according to Roger W. Babson, Director General of the Information and Education Service, Department of Labor.

"The Board has provided very distinctly for the maintenance of wages in the steel industry," says Mr. Babson. "Its ruling reads, 'It is fully understood and expected that the present wage rates or agreements will not be interfered with, the approved prices having this end in view.' That will be the wage policy in general.

"For that reason, builders who use structural steel will serve no useful purpose for their own interest, and will hamper the restoration of public confidence in business, if they delay any longer putting under way steel construction that is now required. America is short of almost every kind of construction, and builders have held off because they hoped for lower wages and prices. The prices that have now been fixed will continue in force for a long time, and no reduction in wages of any importance need be looked for.

"Already there have been encouraging indications of revival on the part of the steel industry, even before the price scale was announced. Letters received by this service show that orders coming in to steel plants in gradually increasing number, and some steel and iron plants already working full time contemplate extensions and the employment of larger forces. The stabilization of steel prices should result in a greatly increased volume of business, and steel men believe that there will result little hardship to them, if any.

"I want to make it as clear as possible that no important wage reductions need any longer be looked for. In the first place, wages are not high as compared with prices. Statistics show that prices have advanced, so far as the cost of living is concerned, about 65 per cent. In the United States during the war. Wage rates on the average have not increased that amount.

"Moreover, business can not be prosperous unless the workers are well paid. Lord Leverhulme has told the British manufacturers that 90 per cent of their customers are the workers of Great Britain. Probably the same proportion holds right here at home. We are not making goods to sell to Mars, but to people right here in the United States---working people; and those people can not buy anything if they are not working, and not much if they are poorly paid. The workmen are the consumers, and in that way furnish the real orders. It is as impossible for a manufacturer to create prosperity by restricting orders, as it is for a workman to make himself rich by restricting production."

962

Release for Monday, March 24, 1919.

U. S. Department of Labor
INFORMATION AND EDUCATION SERVICE
Washington

The Department of Labor authorizes the following:

What the war has taught the world concerning the health, education and the work of children will be the subject of a conference held under the auspices of the Children's Bureau of the Department of Labor at Washington during the week of May 6.

Men and women who are able to speak concerning the experience of various European countries have been invited by the Secretary of Labor to take part in the conference. The purpose of the undertaking is in the words of the President to consider "certain irreducible minimum standards for the health, education and work of the American child."

The conference at Washington will be small because of the state of congestion which would render a large meeting inopportune. The initial gathering of foreign guests and of experts invited by the Secretary of Labor will, however, be followed by a series of regional conferences held in convenient centers at the request of local authorities throughout the country during May and the first weeks in June. The visitors from abroad have also been asked to participate in other conferences being to be held in this country such as the Southern Sociological Congress and the National Conference for Social Workers.

Among those who have been invited are Sir Arthur Newsholme, the chief medical officer of the Local Government Board, whose work in Great Britain resulted in a lowering of the infant death rate during the war; R. C. Davison of the Juvenile Labor Exchange, London; and Mrs. Eleanor Barton of the Woman's Cooperative Guild, an organization of the wives of British wage earners which has accomplished important results in the national protection of infancy and maternity. These guests will sum up the British experience.

From France, M. Pierre Hamp, an official of the French ministry of labor, who is also a well known authority on education and child labor; Dr. C. Mulon, who had charge of the creches maintained during the war by the French government for the children of women employed in the munitions factories; and Mlle. Valentine Thompson, editor of La Vie Feminine, have been invited to attend.

From Belgium, Dr. Rene Sand, professor of social and industrial medicine at the University of Brussells and Mme. Henry Carton de Wiart, wife of the recent Minister of Justice, and herself in charge of the care of Belgian refugee children during the war, are expected.

The conference will consist of two distinct parts. The small working committee of American experts and members of the staff of the Children's Bureau will consult informally with the foreign guests at Washington. Later regional conferences will be held by local invitation where the discussion of minimum standards can be continued with reference to local conditions. Foreign representatives will attend these meetings and it is certain that a recital of the experiences of those who have successfully struggled to protect children under the hardship and harrassing anxieties of the war period in Europe, and whose countries in fact emerged from the war with better laws and higher standards for the nurture, education and protection of children, will be of assistance to the United States.

959

In response to a brief and argument recently submitted to the Department of Labor by Caroline A. Lowe of Chicago, Ill., and Charles Recht of New York, N. Y., attorneys representing the Industrial Workers of the World, in regard to proposed deportation of aliens who are members of the I. W. W., William B. Wilson, Secretary of Labor, has issued a pronouncement of the Department's policy in regard to the enforcement of the Act of October 16, 1918, "To exclude and expel from the United States aliens who are members of the anarchistic and similar classes."

Secretary Wilson today authorizes the issuance of a statement to the following effect with respect to the said matter:

"The Act of October 16, 1918, is clear. It states that there shall be deported from the United States alien members of the organizations believing in (1) overthrow of the Government of the United States by violence; (2) overthrow of all forms of law; (3) opposition to organized government; (4) duty, necessity or propriety of assaulting or killing governmental officials or individuals connected with the Government; (5) unlawful destruction of property; (6) publication of literature, public speaking, or propaganda in private conversation advocating the overthrow of government and law by opposition to organized government, assaulting and killing of government officials, and the unlawful destruction of property.

"However, every alien taken into custody under this Act shall have his case considered on its own merits before it is finally disposed of.

"The Act of October 16, 1918, reads as follows:

"Any organization that entertains a belief in, teaches, or advocates the overthrow by force or violence of the Government of the United States, or of all forms of law, or that entertains or teaches disbelief in or opposition to all organized government, or that advocates the duty, necessity, or propriety of the unlawful assaulting or killing of any officer or officers, either of specific individuals or of officers generally, of the Government of the United States or of any other organized government because of his or their official character, or that advocates or teaches the unlawful destruction of property, whether by speeches or private conversations of its officers or agents, thereby makes its alien members liable to deportation. It is the duty of the Department to enforce this Act."

Conciliation

March 12, 1919

J. W. Bridwell,
Savannah Hotel,
Savannah, Georgia.

170/221 + 222

Have letter from V. J. Murphy, President Lodge Four Fifty-eight, International Association of Machinists, Tuscaloosa, Alabama, advising controversies at Central Iron and Coal Company and Semet-Solvay Company at Holt, Alabama, We are wiring Murphy that you will take up these cases upon completion present assignment. Answer.

KERWIN

- - - - - - - - - - - - - - - - - - - -

Attest:

Assistant to Secretary.

C/b

170/222

March 12, 1919

V. J. Murphy, President,
Lodge Four Fifty-eight,
International Association of Machinists,
Tuscaloosa, Alabama.

Letter received. Department is assigning Commissioner of Conciliation J. W. Bridwell to take up controversies Central Iron and Coal Company and Semet-Solvay Company at Holt, Alabama. He will communicate with you.

H. L. KERWIN, Assistant to Secretary.

- - - - - - - - - - - - - - - - - - -

Attest:

Assistant to Secretary.

C/b

Association of Machinists

LODGE NO. 458

OFFICE OF SECRETARY Box 64 ST.

Tuscaloosa, Ala., March 5, 1919
Place Date

RECEIVED MAR 8 SECRETARY'S OFFICE

Hon. Wm. B. Wilson,
Secretary of Labor,
Washington, D. C.,

Dear Mr. Wilson:-

We, the members of local Lodge #458 International Association of Machinists in called meeting tonight for the purpose of bringing to your and our International President, Mr. Wm. H. Johnston, attention, the fact that hourly wages have been cut 10 per cent by the Central Iron & Coal Co., and the Semet-Solvay Co., at Holt, Ala., which is a six-mile suburb industrial town to Tuscaloosa, and our members employed there have their membership in this local lodge. This appeal is on the request of a committee of our members employed by the two respective companies.

Both companies maintain an "open" shop, but we have always amanaged to keep a 100 per cent union men on the real mechanical work, the rough and rigging work being done by handy men and negroes, who are paid a small sum under our mimimum wage scale, which we have set at and are striving to hold at 65 cents per hour, in contracting and manufacturing plants.

All shops, including the two above referedto have been paying 68 cents per hour. The cut that has been made there will put our members employed there below the 65 cent mimimum scale, and they will be compelled to quit their jobs ornwe will have to pull them out and advertise the job to keep our members away from them.

Now, neither one of these course are to our liking hence, our appeal to you, for if these men quit they will be compelled to move from Holt as the whole town is absolutely owned by the Central Iron & Coal Co., and they are the landlords of every home in Holt. They hold a written agreement whereby the employe agrees to vacate the house immediately on leaving the service of the company.

Are, if we are forced to strike it would mean to agitate the question among the coal and ore miners of the company, and to organize the plant operators and pull an effective strike.

But if our United States Dept. of Labor is as affect- and as efficient in this time of reconstruction and re-adjustment as it were through the time of hostilities as every patriotic, loyal union man and woman prays and believe it is, we can avoid this thing which will only work hardships upon capital and labor and last but not least upon the present administration, which organized labor we can assure you wishes to help through a fair arbitrary board, which will mean as much to industrial peace as the League of Nations to international peace.

Bridwell

Association of Machinists

LODGE NO._____

OFFICE OF SECRETARY_____ST.

_____ 19____
Place Date

W. B. W. #2

At present there are only a few machinists involved in this the operating force of the plants not being organized.

Their coal mines are located at Kellerman, Alabama, this county, and the ore mines at Friedman, also this county.

This wage cut bulletin was posted on February 28th to take effect March 1st. So we have had very little time to cope with the matter

But you can readily see how vital it is for these companies are working a 10-hour day on an 8-hour bulletin and paying 11-hours for 10-hours work. Yet in the face of that the bulletin saates that the cause of the cut is beyond the power of the company. Now, any sane body of men will not swallow a gag like that.

If there is any pressure which causes these companies which are old "10-hour drawbacks" to education and civilization to work a 10-hour bulletin, for the sake of economic efficiency to reduce operating expenses, why in God's name don't they let wages stand and cut to 8-hours and save three hours of 68 cents pay, instead of cutting hourly wages and paying three hours of 61 and 2/10 cents, and makinh the men a present of 61 and 2/10 cents. But we believe it is their intention to pay the extra hour only for a while and then go on the old 10-hour day, with 10 hours pay at 61 and 2/10 cents per hour.

Please let us know immediately what action, if any that your department will take on this matter.

Sincerely yours
Oak City Lodge #458, Int. Ass'n. Machinists.

President. V. J. Murphy

Secretary. W W Wentz

DEPARTMENT OF LABOR
OFFICE OF THE CHIEF CLERK

SUBJECT: Tobacco Workers, Winston-Salem, N.C.

NO. 170/267

14—193

SCREENED
By KKW NARS, Date 8/10/84

170/267 8

February 12, 1921.

Mr. A. McAndrew,
Int'n'l. Pres. of T.W.I.U.,
Winston-Salem, N. C.

Dear Mr. McAndrew:

Your letter to Secretary Wilson of a few days ago has been referred to me. This letter has reference to profiteering of merchants in Winston-Salem which acted disadvantageously to the workers employed in The R. J. Reynolds Tobacco Company of that place.

Unfortunately the Department has no jurisdiction over matters of this character. I note from your communication that you will be in Washington on February 23d. At that time we will be glad to take the matter up with you.

Very sincerely yours,

H L Kerwin
Director of Conciliation.

HLK-G

Returned undelivered

29

Replaced 75' 75'

THE CENTRAL LABOR UNION
OF WINSTON-SALEM

AFFILIATED WITH THE A. F. OF L. AND NORTH CAROLINA STATE F. OF L.
MEETS EVERY OTHER FRIDAY NIGHT AT THE CENTRAL LABOR HALL

Winston-Salem, N. C. January 29, 1921

CHIEF CLERK
JAN 31'21
DEPARTMENT OF LABOR

Mr. W.B.Wilson
Sec'y of Labor,
Washington, D.C.

My Dear Mr. Wilson;

I would appreciate a from you if it is within your power. In the City of Winston-Salem,N.C. there is an organization known as the Retail Merchants Association in conjunction with the Jobbers Association who have profiteering at the expense of the working people of this city. The R.J.Reynolds Tobacco Company who practically employs about 90 per cent of the labor of this City and thousands of their employees are members of our organization.

It appears that when ever an increase of wages is grantes by the R.J. Reynolds Tob. Co. which Company is a barometor for other industeries to follow, whether it may be a 10% or 20% increase in wages, this Retail Merchants Association immediatly increases the commodities to the exact price of the increase of wages.

In other Cities near by or in the vicinity the cost of living is at least 20% lower than in Winston-Salem. In the City of Greensboro which has a population of which is about one half of Winston-Salem and only one hours ride from this City the cost of living is 20% less than in Winston-Salem.

The R.J.Reynolds Tob.Co. the largest employers of labor in the State who The Tobacco Workers International Union have A contract with and who employes 15000 men and women in this industry have not reduced the wages of their employees.

I am reliably informed that the Retail Merchants Association in conference have decided not to reduce any commodities or necessaries of life until the said R.J.Reynolds Tob.Co. reduce wages of their employees andas these employees are permanant residents of this City these profiteers are taking advantage of this situation by charging exorbitant prices for their commodities

Therefore I am not in a position to know whether the functions of your department could investigate the conditions as explained above in this method of profiteering.

I therefore request of you as a personal favor if this line of work is not in conformity with your department to kindly take this matter up with the department that has charge of profiteering.

This Retal Merchants Association of Winston-Salem is one of the strongest and most arbitrary organization affiliated with the National Association of America.

THE CENTRAL LABOR UNION
OF WINSTON-SALEM

AFFILIATED WITH THE A. F. OF L. AND NORTH CAROLINA STATE F. OF L.
MEETS EVERY OTHER FRIDAY NIGHT AT THE CENTRAL LABOR HALL

Winston-Salem, N. C.

(2)

I am taking this matter up with you in the interest of the working people as well as the members of our organization in the City of Winston-Salem I therefore request of you to give this matter your immediate consideration and advise me to the Zinzindorf Hotel of this City. I may have the opportunity of meeting with you personally at the conference to be held in Washington, D.C. Feb, 23, of officers of International Unions.

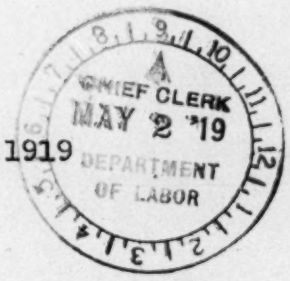
Thanking you for past favors and with Kind Personal regards and Best Wishes, remain Yours Sincerely,

W Mc Andrew
Int. Pres. of T.W.I.U.

INVESTIGATION AND INSPECTION SERVICE

WASHINGTON

ES/EMS



April 30, 1919

To the Secretary of Labor:

Acting upon verbal instructions from Mr. Kerwin to get the facts in the tobacco workers' situation at Winston-Salem, North Carolina, I directed Mr. George S. Cangialosi, Special Agent of this Service, to proceed to that point and report his findings. A copy of his report is attached hereto.

REPORT: Briefly, the employes of the R. J. Reynolds Tobacco Company, manufacturers of cigarettes and smoking tobacco, constituting about 10,000 persons, white and black, began organizing about February 20, 1919. At present there are two locals of the Tobacco Workers' International Union, one for white employes having a membership of 1250; one for colored employes with a membership of about 600.

The agent of this Service reports that without doubt employes are being discharged for no other reason than that they have affiliated with the union; and that the superintendent and foremen are using the usual methods to prevent their employes from organizing.

While little or nothing was accomplished in the way of getting the firm to agree to cease discriminating, sufficient information was obtained to warrant the statement that the complaint of the American Federation of Labor in the case of the R. J. Reynolds Tobacco Company is well founded.

Ethelbert Stewart
Director.
per EMS.

noted
T.G.
E.J.

Winston-Salem, N. C.
April 28, 1919.

Mr. Ethelbert Stewart, Director,
Investigation & Inspection Service,
U. S. Dept. of Labor, Washington, D. C.

Pursuant to your instructions of April 16, 1919, I have investigated complaint from the Secretary's office of the American Federation of Labor of alleged discrimination of the employees of the R. J. Reynolds Tobacco Co. of Winston-Salem, N. C. and beg to submit the following report:

The R. J. Reynolds Tobacco Co. manufactures cigarettes and smoking tobacco and employs a force of about 10,000 people, both white and black.

About February 20th, 1919, the Tobacco Workers' International Union began organizing the employees of the plant, and to date have succeeded in establishing two locals, one for white employees with a membership of about 1250, and the other for colored employees with a membership of about 600. An active campaign to organize all tobacco workers of the company is being conducted.

Mr. R. E. Clodfelter, local organizer of the American Federation of Labor with whom I conferred, complained that: about 50 members of the union were discharged without notice or cause; that such employees were given no reason for dismissal; that some of the present employees of the company have been urged to withdraw from the union or suffer dismissal; and that the company, through its foremen and superintendents was pursueing this course to discourage employees from affiliating with the union.

I interviewed all discharged employees, available, numbering 26. Each stated no reason was given for dismissal though there was every reason to believe such discharge was due to affiliating with the union. Several stated that they had been previously asked by the foremen whether they had joined the union. In several cases, men were directed by foremen to withdraw from union, and upon refusal to do so, were discharged.

The name, address, occupation, length of time in employ of company of discharged employees follows:

Gurney B. Craft, 205 So. Main St., Winston-Salem. Machinist, 4 yrs, discharged 4-3-19, at present Financial Secretary of Union.

Roger B. Gaither, Cameron Park. Section man, 3 yrs. Discharged 4-17-19.

Julia Gaither, Cameron Park. Inspector 1½ yrs. discharged 4-18-19.

David W. Crabtree, 229 B. Ave. Section man, 5 yrs. discharged 4-17-19.

E. T. Dority, 918 - 21st. Sub-boss 6 yrs. Discharged 4-25-19. Vice-Pres. of Union.

Sam Monday, R.F.D. #1. Machine repairer 6 yrs. Discharged 4-21-19.

Eugene Callaway, 2St. and Liberty St. Packer 2 mos. Discharged 4-18-19. Recording Secretary of Union.

James A. Thompson, R.F.D. #1. Machine oiler 2 yrs. Discharged 4-19-19.

Geo. C. Vickers, 416 Highland Ave. Line man, 4 yrs. Discharged 3-10-19. Former president of Union.

Alphonso Foote, 207 No. Main St. Machine operator 3 yrs. Discharged 4-19-19. Was given three hours to decide whether or not he would withdraw from union. REfused and was discharged.

Marvin C. Wagoner, 1152 E. 24 St. Handy man 1½ yrs. Discharged 4-18-19.

Green Smith, 701 Carter St. Carton folder 8 yrs. Discharged 4-19.

Lonnie Goforth, 1011 Shuttle St. Line man, 2 yrs. Discharged 4-12-19.

Quincey Cratts, 1214 Cleveland St. Machine operator 5 yrs. Discharged 4-18-19.

Cecil Kallam, 1031 Franklin St. Section man, 2½ yrs, Discharged 4-10-19.

Pet Key, 710 E. 6 St. Packer, 2½ yrs. Discharged 4-18-19.

Paris Ausborn, 801 Oak St. Inspector helper 2 wks. Discharged 4-18-19.

Maggie Peigh, 18 St. & Cleremont Ave. Inspector [illegible] yrs. Discharged 3-24-19.

Kate Rimmer, 943 - 20 St. Inspector 4½ yrs. Discharged 4-19-19.

Etta Longworth, 2 St. & Liberty St. Stamper 2 yrs. Discharged 4-17-19.

Nanny Croner, 119 Cemetary St. Stamper 2 yrs. Discharged 4-3-19.

Luzena Houser, 119 Cemetary St. Inspector 1½ yrs. Discharged 4-3-19.

John Rolin (colored) 1212 E. 11 St. Janitor 6 yrs. Discharged 4-18-19.

James Douglas (colored) 708 Depot St. Hopper feeder 6 yrs. Discharged 3-16-19. President of Colored Union.

James Rochel (colored), 227 W. 11 st. Capper 12 yrs. Discharged 4-10-19.

Stephen English (colored), 710 E. 3 St. Hopper feeder 15 yrs. Discharged 3-26-19.

The following employees have been urged to withdraw from the union and momentarily expect to be discharged:

Sanford Johnson,	Lineman,	630 Buxton St.
R. O. Bullard,	Machine repairer,	60 Clover ST.
*Robt. Lineberry,	Lineman,	Monticello Hotel.
*Edw. Stafford,	Section man,	" "
*Robt. Wooten,	Lineman,	Winston-Salem P.O.
Robt. W. Newsom,	Lineman,	" " "
Jos. L. Stevens,	Lineman,	" " "
Thurman S. Houser,	Line mechanic,	1036 No. Liberty St.

* These members have applied for withdrawal from union at the behest of foremen in order to hold their positions with the company.

The following employees stated they have been questioned by foremen whether they belong to the union and fear that they are going to be discharged:

James Wright,	Machine operator,	63 E. 4 St.
Fred Floyd,	Section man,	Carter St.
Mrs. Mary Ball,	Capping tobacco,	1114 No. Grade St.
Mattie Houser,	" "	1201 Chestnut St.
Georgie Lewis,	Inspector	1004 Blue Creek St.

It is evident that the company is following a systematic plan of discouraging employees affiliating with the union. Discrimination is being practiced by the department foremen and superintendents; the officers and general superintendent remaining in the background.

On April 24, 1919 I visited the plant and interviewed Mr. Walter R. Reynolds, Vice-Pres. and Manager of the company. I conferred with him relative to the alleged discrimination and he informed me that the company was not discharging employees for belonging to the union, and that if the foremen and superintendents were doing so it was being done without orders from the company and without their knowledge. The vice president stated that the company while not opposed to the union was strongly opposed to the closed shop. He refused to permit me to interview foremen and superintendents to verify statements given me by employees charging discrimination on the ground that the Government was not empowered to conduct such inquiry but suggested the matter be held in abeyance until the return of the president of the company who was absent from the city.

On April 28, 1919, I conferred with Mr. William N. Reynolds, president of the company. He stated that there was no reason for the employees joining the union as the company was offering better conditions and wages than other concerns in the industry. He said it was not the plan of the company to discharge employees for joining the union and that no foreman or superintendent was instructed to dismiss for that reason. He added that it was possible that certain employees had been requested to withdraw from the union but that this was done to benefit the men, in that they could not advance and belong to the union.

President Reynolds also refused to permit me to interview the foremen and superintendents charged with discriminating against union employees on the ground that the U. S. Dept. of Labor was not empowered to inquire into the policy and practice of the company relative to whom it shall employ, discharge, etc, and that when such time arrived that the Government was so empowered, it would retire from business.

I am of the opinion that the R. J. Reynolds Tobacco Co. through its foremen and superintendents have and are continuing to discriminate against employees affiliated with the union and that the facts warrant sustaining the complaint of the American Federation of Labor.

Respectfully submitted,

Geo. S. Gangialosi

Special Agent.

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DIVISION OF CONCILIATION

26-1

Winston-Salem, N.C. March 29, 1919.

Mr. H.L. Kerwin,
Assistant to the Secretary of Labor,
Washington, D.C.

My dear Mr. Kerwin:

Subject: The arrest of Messers McAndrews and Brown, organizers of Tobacco Workers National Union.
These men arrested on a subterfuge of soliciting insurance contrary to the state law.
Made to give a cash bond of $300.oo on March 23, inst for their apperance in court March 29th.

Result: After a strenous protest from the various unions to the state commissioner of insurance, the proscecuting attorney nol prossed the case at the hearing March 29th.

The fact of the Department of Labor having a representative in the city said to be by the attorneys of the defendants of a benificial effect to the representatives of the Tobacco Workers in their efforts to organize the workers into a union organization.

These men were presuing the usual honorable methods in their organizing work, and their arrest on a Sunday morning was the result of the "fine Italian hand" of the intrest involved.
The officials refusing to accept other than a cash bond.

Organizer McAndrews states that there are now about 2000 members of the union, with about 8000 employed in the tobacco industry.

Rsepectfully submitted,
J.W. Bridwell
Commissioner of Conciliation.

Noted
File
E.J.S.

3-70

CFIB

DEPARTMENT OF LABOR

267

TELEGRAM

WU 12 Q 26 Govt.

Winston-Salem, N.C. Mch 29 1919

H. L. Kerwin,

Asst to Secy Labor, Washington, D.C.

Proceedings against McAndrews and Brown dismissed. Proceedings to Washington to confer with Morrison, unless otherwise directed.

Bridwell.

10.10am Mch29

Noted
File

March 26, 1919

J. W. Bridwell, Seventy-nine Sinclair Avenue, Atlanta, Georgia.
Frank Morrison of American Federation of Labor advises that Messrs. Brown and McAndrews organizers tobacco workers National Union have been arrested at Winston-Salem, North Carolina for soliciting insurance in connection with their organization. He states this is subterfuge to prevent organization. Trial occurs on Saturday Twenty-ninth. He believes presenc e Government representative would have beneficial effect on situation. Please proceed Winston-Salem at once. Confer with Charles W. Dahiel Fourteen Twenty-one English Street, Winston-Salem who will give you full information. Governor of state informed. of situation Answer.

KERWIN

- - - - - - - - - - - - - - - - - - -

Attest:

C/b

Assistant to Secretary.

3-70

Frank Morrison, Secy
a. F. of L. phoned that
"Brown and McAndrews
of Tobacco Workers Intl.
Union, arrested at
Winston-Salem, N.C.,
for soliciting insurance -
in connection with
their organization.
Local representative
Chas. W. Daniel,
1421 English St.
Winston-Salem,
N.C.

E.S.M.

Fire + Inc. Com

DEPARTMENT OF LABOR
OFFICE OF THE CHIEF CLERK

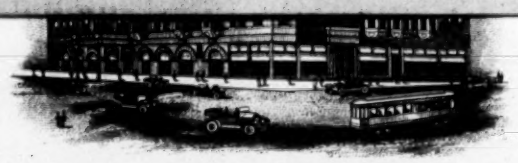
By KJW

SUBJECT: Otis Steel Co., Cleveland, Ohio.

170

14—108

514



250 ROOMS EUROPEAN PLAN
RATES $1.50 TO $5.00

THE HOTEL EUCLID COMPANY
EUCLID & 14TH

Cleveland, O.

May 6, 1920

Honorable Hugh L. Kerwin,
Director General, Conciliation Division,
Departmentof Labor, Washington

My dear Mr Kerwin:

I am sending you herewith final report on the Otis Steel Company matter.

Formal report on Street car case will follow in next mail.

With reference to the Coopers' would advise that they intended to hold a special meeting last night, but owing to the uncertainty of the street-car situation, and the possibility of a tie-up of the service which would interfere with their attendance, concluded to wait until their regular meeting on Sunday next at which time they will determine just what action they propose taking.

I have therefore completed my present assignments, with exception of the Coopers matter, and will not be able to do anything with that before Monday or Tuesday next.

With kindest regards and best wishes,

Sincerely and cordially yours,

Wm. O. Lieser

Noted
Filed

170
1122

FINAL REPORT

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DIVISION OF CONCILIATION

170/314

Cleveland, Ohio,
May 6, 1920

Honorable Hugh L Kerwin,
Director General, Conciliation Division
Department of Labor, Washington

In re;
Otis Steel Company,
Cleveland, Ohio

My dear Mr Kerwin:

With further reference to the above assignment, I have the honor to respectfully report that as a result of the refusal of the management of the Otis Steel Company to reinstate certain employees who were discharged for divers alleged reasons, the employees of this Company went out on strike. Following this, the plant was picketed by the Union men, and the Company imported several carloads of negroes from the South, who, with non-union steel-mill-men, were used for "strike-breaking" purposes and the operation of their plant.

This led to more or less violence. The Company went into Court, before Judge Martin Foran, secured an injunction against the members of the Amalgamated Association of Iron, Steel and Tin Workers, their officers, and others from interfering with the operation of their plant. The employees, contended they had a right to picket the Company's plant and to protect their rights as members of this organization and applied to Judge Foran for an injunction against the Company and its representatives from interfering with these privileges. Twenty representatives of various Trades Unions each put up $100. in cash, making a total of $2000.00, which was filed as bond and Judge Foran granted the employees the injunction they asked for.

Matters then dragged along, for weeks, neither side showing any disposition or willingness to adjust their differences. Then the general steel strike followed and the controversy with the Otis Steel Company was merged into the general situation.

Fearing that some overt act might be committed by some irresponsible party, and their $2000. jeopardized, the gentlemen who had secured the injunction against the Company and made up this money, petitioned the Court to dismiss their injunction. This was done and their money returned.

When the general steel strike was "called off", the former employees of the Otis Steel Company, in common with employees of other plants throughout the country, were permitted to return to work. Some of them did so, others secured employment elsewhere. And, in this manner, the Otis Steel Company case was concluded.

Respectfully submitted:

Wm B Leiter

U S Commissioner of Conciliation

170-514
6-40

250 ROOMS EUROPEAN PLAN
RATES $1.00 TO $5.00

THE HOTEL EUCLID

THE HOTEL EUCLID COMPANY

EUCLID & 14TH

Cleveland, O.

May 5, 1920

Honorable Hugh L. Kerwin,
Director General, Conciliation Division,
Department of Labor, Washington

Personal

My dear Mr Kerwin:

170/314

1. I have practically completed my investigations of the Otis Steel Company matter and will make my final report on same tomorrow.

2. I have taken up the Cooper's controversy, but there is nothing that can be done with this case for several days, perhaps a week or ten days. The men have not been able to get together and agree upon what they want, and it may be possible for them to adjust their differences with their employers without our intervention. I shall, however, keep in touch with the situation. 170/1119

3. The Cleveland Street Railway situation has been reported to you previously. The strike that was to take place tonight, at midnight, has been indefinitely postponed. In any event, there will be no strike until the Councilmanic Committee makes an investigation and reports and Council takes some action. The possibility is that they will be able to effect a satisfactory adjustment. If they do not, a "strike" may result later this month or sometime in June. For the present, at least, there is nothing that we can do. 170/1122

I assume that Commissioner Faulkner has advised you of the local situation, industrially. He feels that some one should be here or available for any situation that might arise. Personally, I have to admit, the situation is very unsettled and requires watching. Cleveland is, as you know, a big manufacturing city, has a large foreign populations and all kinds of elements in its citizenship.

As Commissioner Faulkner expects to leave here, for an indefinite period, to take up some other assignments in California and on the Mexican border, it may be your desire to have me remain here, or to operate from here, for the present, if so, and it is agreeable to you, I would like an opportunity to proceed to my official station at the end of the week to make some arrangements to do so. I could leave here Friday night or Saturday and leave home to return here either Sunday night or Monday.

If it is your plan to have other Commissioners, beside myself, take up such matters as may arise from time to time, and you do not contemplate

5-3

holding me here, then I would suggest that you detail me to other assignments by Friday or Saturday, of this week, as I feel that I will be able by that time to proceed elsewhere, if you so desire.

I shall fall in line with any arrangement you may have in mind, cheerfully and promptly.

With kindest regards and best wishes,

Cordially and sincerely yours,

Wm. C. Freer

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY

173

April 23, 1920. 178/374

Mr. Wm. C. Liller,
Waldorf Hotel,
Toledo, Ohio.

Dear Mr. Liller:

Referring to your letter of the 22nd instant, regarding the Otis Steel Company matter at Cleveland, Ohio, it is suggested that you proceed to Cleveland on the completion of your Toledo assignment and ascertain what the final result was in that case. Please submit a final report thereon in order that we may take this case from our pending list.

Very truly yours,

EXACT COPY AS SIGNED BY H. L. KERWIN

MAILED BY

Assistant to the Secretary.

C/b

DIVISION OF CONCILIATION

OFFICE OF THE SECRETARY
WASHINGTON

Nashville, Tenn., April 22, 1920

Honorable Hugh L. Kerwin,
Director General, Conciliation Division,
Department of Labor,
Washington, D.C.

In re-
Otis Steel Company,
Cleveland, Ohio

My dear Mr Kerwin:

With reference to the above assignment, I have the honor to advise, that this controversy arose a short time prior to the general strike in the iron and steel industry, and, like many other plants throughout the country, this plant became similarly involved.

The controversy, which developed into a strike, according to my information has never been adjusted. Suits and cross-suits were filed in the Courts, as the outgrowth of this trouble, which resulted in both sides being restrained by Court injunction from doing certain acts.

As I will proceed to Toledo, Ohio, from here, and be in the vicinity of Cleveland, will, if agreeable, look into this matter again with a view of making a final report and closing this case so far as the records of our Department are concerned.

With kindest regards and best wishes,

Sincerely yours,

Wm. B. Lieber

PRESIDENT, JOHN T. O'CONNOR,
KNOXVILLE.
SECRETARY-TREASURER, W. C. BIRTHRIGHT,
NASHVILLE.
CHMN. LEGISLATIVE COMMITTEE, DAVID HANLY,
NASHVILLE.

FIRST VICE-PRESIDENT, J. A. SCANDLYN, KNOXVILLE
SECOND VICE-PRESIDENT, MATT ROBINSON, CHATTANOOGA
THIRD VICE-PRESIDENT, A. J. HOBBS, COALMONT
FOURTH VICE-PRESIDENT, RANKIN SMITH, NASHVILLE
FIFTH VICE-PRESIDENT, PHIL P LYNCH, SODDY
SIXTH VICE-PRESIDENT, B. A. SAUNDERS, JACKSON
SEVENTH VICE-PRESIDENT, F. A. SCHULTZ, MEMPHIS

OFFICE OF
W. C. BIRTHRIGHT,
SECRETARY-TREASURER, GENERAL ORGANIZER
307 1-2 SECOND AVENUE, NORTH

Personal

Nashville, Tenn.,

April 22,1920

Honorable Edward J.Cunningham,
Executive Secretary,Conciliation Division,
Department of Labor, Washington

My dear Mr Cunningham:

I have the honor to acknowledge receipt of your favor of the 19th instant making inquiry regarding the status of the Otis Steel Company case at Cleveland,Ohio.

In compliance with your request, I am enclosing for your information and the Department files a statement covering this matter. My understanding is that the strike which followed the controversy over the discharge of some union members was lost,that the plant was operated by "strike breakers", mostly negroes brought from the South. Whether these men are still there and working,or whether some adjustment was made I have never ascertained. However,in order to get at the facts,and make a final report so as to close the matter,if agreeable,I will go to Cleveland from Toledo,for that purpose.

With kindest regards and all good wishes,

Sincerely yours,

W. C. Birthright

April 19, 1920.

Mr. W.C.Liller,
Savoy Hotel,
Nashville, Tenn.

My dear Mr. Liller:

In your letter of August 6, 1919 regarding the controversy of the Otis Steel Co., at Cleveland, Ohio, you state that this will be a long drawn out affair. Have you any further information in the matter or are we to still carry the case as pending? We are trying to clear up all of last year's pending cases and this is one appearing on the list.

Very truly yours,

EXACT COPY AS SIGNED BY E. J. CUNNINGHAM
MAILED BY

Executive Clerk.

B.

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

374

Cleveland, Ohio,
August 6, 1919

Honorable William B. Wilson,
Secretary of Labor,
Washington, D.C.

In re- FINAL REPORT
Otis Steel Company
Cleveland, Ohio

RECEIVED
AUG 8
SECRETARY'S
OFFICE

My dear Mr Wilson:

In furtherance of my preliminary report, dated July 5th, covering my assignment to the above named case, I have the honor to respectfully advise that it is practically impossible to secure an adjustment in this case, at this time.

The plant is being partially operated with "strike breakers". Neither sides is willing to make any concessions and both are at "loggerheads", as a matter of fact, both sides have gone into the Courts and secured "restraining injunctions" against each other. So, from all appearances, this will doubtless be a long-drawn-out affair.

Respectfully submitted:

Wm B. Miller
U S Commissioner of Conciliation

Noted
Arm
H

Cleveland, O.,
July 9, 1919

RECEIVED
JUL 11
SECRETARY'S
OFFICE

Honorable Hugh L. Kerwin,
Director General,
Washington, D.C.

My dear Mr Kerwin:

For your information, I have the honor to advise that the following cases or assignments are still pending or awaiting final adjustment:

170-514
6-40

Otis Steel Company--No new developments, men still on strike, picketing, plant operating with small force of strike-breakers and occasional conflicts between strikers and strike breakers.

170-469
5-116

Cleveland Furnace Company- Men have returned to work. Several cases of discrimination alleged. Company not operating full capacity claiming it will take some time to get in full running order, at which time it will be able to use all former employes, with few exceptions. Men restless and threaten to go out on strike again.

6-79/170
388

Semet-Solvay Company--Men insist upon reinstatement of discharged employes and threaten to go on strike if they are not re-instated. Endeavoring to secure amicable adjustment.

Respectfully submitted,

U S Commissioner of Conciliation

noted

DIVISION OF CONCILIATION
OFFICE OF THE SECRETARY
WASHINGTON

Cleveland, July 6, 1919

RECEIVED
JUL 8
SECRETARY'S
OFFICE

My dear Mr Cunningham:

Cleveland has a lot of labor trouble at this time, and the outlook is for more to come.

The Otis Steel Company strike is still on, the foundrymen have been on strike at the Beggs Company and Interstate Foundry for several weeks. The Cleveland Furnace case is likely to "break out" any day. The Cleveland Hardware Company will likely have a big strike next week if officials refuse to sign a written agreement effecting wages, etc. The Telephone operators and electrical workers threaten to go on a strike. THE STREET CAR MEN ARE ALL OUT AND TRAFFIC IS COMPLETELY TIED UP. No cars moving anywhere. The garment workers are expected to go on strike next week so that with other labor disputes brewing into developments there are likely to be lively times hereabouts before long.

With kindest regards and best wishes,

Sincerely yours,

Noted
File
EJB

5-1186

PRELIMINARY REPORT OF COMMISSIONER OF CONCILIATION.

July 5,1919, 191

RE Otis Steel Company

Mediation requested by Joseph Bowen,Internl Rep. Amalgamated Assn

Commissioner William C.Liller

Date of assignment June 16,1919, 191

To the HONORABLE, THE SECRETARY OF LABOR:

For your information I have the honor herewith to submit a preliminary report of my efforts as Commissioner of Conciliation

in the { ~~trade dispute~~ STRIKE / ~~impending strike~~ / strike } affecting { Iron workers and helpers employed by Otis Steel Company, Cleveland,O }

Questions involved: "Alleged discrimination"; refusal to meet committees or bargain collectively.

Number of employees directly affected 225

Number of employees indirectly affected 70

Status of negotiations prior to arrival Company refused to re-employ or re-instate employes recommended for re-instatement by War Labor Board or adjust grievances. Men went out on strike June 16th.

Conferences held at Cleveland,Ohio with

Joseph Bowen,Int Rep.	representing	Amalgamated Assn	June 20,21 Jul.1-5 (Date.)
J J Keane, Organizer	representing	Steel Workers	June 27-30 Jul 1-5 (Date.)
Henry W.Raisse		A F of L	" " (Date.)
John F.Evans,John Gorga	representing	Employes	" (Date.)
L.J.Fox,et al	representing	"	" (Date.)
George Bartol,Prest	representing	Otis Steel Co.	June 30-Jul 1 (Date.)
Mr Wilson, Genl Mgr	representing	"	" (Date.)
MrH Blockinger,Supt	representing	"	" (Date.)

Remarks: Company importing "strikebreakers",housing and feeding them on plant premises; attempting to operate plant under police protection. Refuse to re-instate discharged employes or negotiate with employes.

Wm C Liller

Commissioner of Conciliation.

Cleveland,Ohio

(Address.)

6-40

14—763

314

Euclid Hotel,
Cleveland,Ohio,

June 20,1919

Honorable Edward J.Cunningham,
Washington,D.C.

My dear Mr Cunningham:

I reached Cleveland,Thursday afternoon at four o'clock and conferred with Mr.Joseph Bowen representing the Amalgamated Steel and Iron Workers last night,and have been in conference with him and his various committees today,and arranged for a meeting with the Otis Steel Company representatives for Monday next.

Had a pleasant chat today with Commissioner O.F.Nelson of Chicago who will leave tonight for home and desires to be remembered to you.

Am sending you herewith preliminary reports covering the Nashville assignments. It may be necessary to return there to secure an adjustment but before doing so would like to get some of Mr Canfield's attitude,as I would not care to go there on a "wild goose"chase.

Will you please forward me,here, several books of transportation requests and oblige.

With kindest regards and best wishes,

Sincerely and cordially,

Wm B Leiler

ED. LAWSON, DEPUTY INSPECTOR

522 SEVENTH AVE., N., NASHVILLE, TENN.

RECEIVED JUN 18 SECRETARY'S OFFICE

Nashville, Tenn., June 16, 1919

Honorable Hugh L. Kerwin,
Director General,
Division of Conciliation,
Washington, D.C.

~~TTO-319~~
170
V14

My dear Mr. Kerwin:

In connection with my assignment to the "strike" of employes of Otis Steel Company, Cleveland, Ohio, would advise that I will leave for Cleveland as soon as my assignment here will permit.

This trouble has been brewing for some time and various controversies have arisen between the management and its employes which were handled by Commissioner Faulkner who is personally acquainted with Mr. Otis, the President of the Company. Mr. Otis is well known, far and wide, for his antagonism toward organized labor. My understanding is that this Company is owned or controlled by English capital and the management has little in common with the rights or welfare of its employes.

With kindest regards and best wishes,

Sincerely and cordially yours,

Wm. B. Lucas

noted
Trl
EJB

TELEGRAM

WI 10 Q 96- 6ex. N.L.

Martins Ferry, Ohio. June 13, 1919.

Hon. W.B. Wilson,

Secretary Department Labor,

Washington, D.C.

The Otis Steel Company of Cleveland, Ohio, is still discriminating against the union men in their employ, refusing to live up to decision on War Labor Board. Mr. Faulkner, your local conciliator, has done everything in his power to stop discriminating. (Stop). These men have declared a strike, effective June sixteenth, for the re-instatement of three union men, who have been discharged without cause. (Stop). I would like for you to send an outside conciliator there at once, who can get in touch with Joseph Bowen, Gillsy Hotel, Cleveland, Ohio, Walter Larkin, Pres.

Walter Larkin,

Vice President, Iron and Steel Workers

SCREENED
By KJC NARS, Date 8/10/84

DEPARTMENT OF LABOR
OFFICE OF THE CHIEF CLERK

SUBJECT: Butchers, New Orleans, La.

NO: 170 742

14—193

Butchers and Abbatoir Workers of New Orleans, Louisiana.

The Bureau of Markets, United States Department of Agriculture, requested the Department of Labor to mediate a strike of butchers and abbatoir workers in New Orleans, Louisiana, on August 29th, 1919. Commissioner Joseph S. Myers was assigned.

It appeared that this strike took place on August 11th and had been pending for nearly three weeks when the good offices of the Department of Labor were requested. A serious situation existed in the yards of the Cooperative Abbatoir Company and the Crescent City Stock Yards and the Slaughter House Company where cattle, sheep and hogs had been confined for several days. No conferences had been held between the contending parties and the case was deadlocked. Commissioner Myers immediately arranged conferences with representatives of both sides. The companies had previously refused to meet committees of their employees if such committees were accompanied by the union organizer who was not an employee. The committees were equally firm in refusing to go into conference without the organizer.

After innumerable conferences, all differences were adjusted save the demand for a wage increase. At this period of the negotiations the Commissioner urged arbitration as a solution, which suggestion was finally adopted. Two members were appointed from each side and Commissioner Myers was jointly agreed upon as the fifth member.

The following increases were allowed by the Board of Arbitration:

For employees receiving $17.00 per week or less, 12½¢ per hour
" " " $25 to $30 per week, 7¢ per hour
All employees under 18 years of age 5¢ per hour

This decision of the arbitrative board was satisfactory to both sides and peace was restored in the industry in New Orleans.

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DIVISION OF CONCILIATION

SECRETARY'S OFFICE

New Orleans, La., September 19, 1919.

Hon. H. L. Kerwin,
Assistant to the Secretary of Labor,
Washington, D. C.

Dear Sir:-

Reference is to made to final report of the writer covering the recent strike of employes of the Crescent City Stock Yard & Slaughter House Company, Ltd., and the New Orleans Co-Operative Abattoir Company, forwarded on the 6th instant.

There is enclosed herewith copy of award and a memorandum of things agreed to through mediation.

Am glad to advise that both companies and also the employes accepted the award with the statement that it was fair and just and an excellent solution of the wage issue.

Respectfully,

Joseph S. Myers
Commissioner of Conciliation.

Noted
File

8-105

New Orleans La., Sept.13, 1919.

To ALL Concerned:

In the matter of the controversy between the Crescent City Stock Yard & Slaughterhouse Company, Ltd., and the New Orleans Butchers Co-operative Abattoir, Inc., and their employes there is attached hereto, marked Exhibit A, copy of memorandum of matters agreed to through mediation. The remaining issue, i.e. wage increase, was referred to arbitration with the undersigned as the arbitrator.

After careful consideration the following award is given, to be effective as of September 5, 1919.

FIRST. All employes over 18 years of age whose weekly wage rate is Seventeen ($ 17.00) Dollars and less shall be increased 12 1/2 cents an hour. (Increase twelve and one-half cents).

SECOND All employes whose weekly wage rate is over Seventeen ($17.00) Dollars and up to and including Twenty-five($25.00) Dollars shall be increased eight(8) cents an hour.

THIRD All employes whose weekly wage rate is over Twenty-five($25.00) Dollars and up to and including Thirty ($30.00) Dollars shall be increased seven (7) cents an hour.

FOURTH All employes under 18 years of age shall be increased five(5) cents an hour.

Joseph S. Myers
Arbitrator.

TO ALL CONCERNED:

In the matter of the controversy between the Crescent City Stock Yards and Slaughterhouse Company, Ltd., and the New Orleans Butchers Co-operative Abattoir, Inc., and their employes, the following matters were agreed to through mediation:

1. Eight hours shall constitute the basic work-day and such work-day shall be completed in so far as possible within a period of not more than nine(9) consecutive hours.

2. Overtime shall be paid for at the following rates: Time and one-half for all time worked on week days in excess of the regular eight(8) hour work-day. Double time for all time worked on Sundays and Holidays. The Holidays are;New Year's Day,Mardi Gras, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or the days legally celebrated in lieu thereof.

3. Those operations which are continuous during the twenty four hours, shall on and after this date, be conducted by three shifts of eight hours each.

4. Where the operation is necessarily and generally carried on for seven days of the week, provision shall be made by relief gangs or otherwise so that the employes in such operations may be relieved on Sunday of the week; and in case of such relief on any other day of the week, double time shall not be allowed for work on Sunday of such week.

5. Should an employe or employes feel that they have been unjustly dealt with, the matter may at once be taken up with the foreman; should satisfactory adjustment not be made, the affected person or persons may appeal the matter through the proper officials up to the General Manager of the Company. Such appeals shall be made in person or by representative or representatives selected by the affected emplye or employes.

6. All complaints shall be made during working hours, at a convenient time and place, and disposed of without unnecessary delay.

All complaints growing out of dismissals from the service shall be made within five days.

7. No emplyye shall be suspended, demoted or dismissed without just and sufficient cause. If, after proper investigation, it is found that an employe has been disciplined unjustly, he shall be reinstated with all former rights and such compensation as may be determined for the time lost.

8. No employe shall be suspended, demoted or dismissed because of trade union membership or for trade union activity not carried on during working hours, nor interfering with the operation of the plant.

[illegible], upon giving proper notice to the foreman or superintendent, be permitted to absent themselves without pay to attend to such duties in the same manner as workers attending to the duties of fraternal organizations so long as such absence from the plant does not unduly interfere with the operations of the plant. Upon their return such workers shall be reinstated into the service with all their former rights.

10. There shall be no discrimination against any employe or prospective employe because of creed, color or nationality.

11. No employe shall be discharged or discriminated against in his work, nor shall any person be refused employment because he belongs to a trade union.

12. Should at any time either party, employer or employes, wish to make a change or alteration of the above and foregoing matters herein recited, or as to the wage scale, then thirty days notice shall be given in writing.

The above and foregoing twelve articles were agreed to by the representatives of the two companies and representatives of their employes.

Joseph A. Myers
Commissioner of Conciliation,
United States Department of Labor.

NOTES BY THE ARBITRATOR.

It is known to the Arbitrator that at both plants there are a few very old employes who, because of their long service with the companies, are given light work, and are thereby enabled to earn their living. It is suggested that a mutual understanding be reached between all parties that nothing be done to cause these old employes to be displaced by younger or more ablebodied men. These men should be excluded from the award if the increases therein will mean they may be displaced or discharged.

Also a mutual understanding should be reached in the event any increasesi in the award should cause a rate here to be higher than that paid generally in the industry.

The wage rates are found to be far from uniform for the same class of labor. Standardization is needed and a readjustment in both plants is recommended. Because of the situation referred to and unequal differentials it has been difficult, if not unsuccessful to work out a wage increase.

The original demands of the men called for a wage increase which would have amounted to $250.00 per day. (Based on 250 employes at both plants)

On same basis, the companies offered an increase of $100.00 per day.

On same basis, the award gives an increase of $173.12 per day or an average of 70 cents a day to each employe.

The companies offered 40% of the original demands.

The award gives 70% of the amount originally asked.

The award equally divides the difference, and at the same time benefits the low paid employe most.

The increase given in the award will necessitate an increase in slaughter costs of approximately 21 1/2 cents per head. Based on the average of 800 head of stock slaughtered daily.

Joseph S. Myers

STRIKE AT MEAT PLANTS ENDED BY U. S. ARBITRATOR

Men Win 8-Hour Day and Five to Twelve Cents More Per Hour

Everybody's happy at the slaughter houses of New Orleans and the butchers' strike is a thing of the past, Joseph S. Myers, arbitrator for the United States department of labor announced Thursday noon.

The announcement came at the conclusion of the last of series of conferences by the board of arbitration which has been meeting almost daily since September 8. The award made Saturday by Arbitrator Myers was accepted by the four members of the board, two of whom represented the butchers and two represented the employers.

The final detail of the agreement were cleared up Thursday and Mr. Myers announced world henceforth devote his attention to other matters.

It is estimated that as a result of the agreement on an 8-hour day, the wage increases granted, and other provisions of the agreement the cost of cattle slaughtering will advance 30 to 40 cents per head instead of the erroneous figure announced Saturday.

Wage increase granted the butchers represent a compromise of the demands of the butchers and the offer of the employers—the Crescent Stock Yards and Slaughter House and the New Orleans Butchers' Co-operative Abbatoir association. The men are given 30 per cent less than they demanded, and the employers will pay 30 per cent more than they offered.

Increases amount to from 5 to 12 1-2 cents an hour and are retroactive from September 5, when the men returned to work under the agreement to abide by the decision of the arbitration board.

Here is the new wage scale:

First, all employes over 18 years of age whose weekly wage rate is $17 and less shall be increased 12 1-2 cents an hour; second, all employes whose weekly rate is over $17 and up to and including $25 shall be increased 8 cents an hour; third, all employes whose weekly rate is over $25 and up to and including $30 shall be increased 7 cents an hour; fourth, all employes under 18 years of age shall be increased 5 cents an hour.

Guitierrez, Rebel, Reaches C[illegible] Honduras;

Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT COM'L NAT'L BANK BLDG., COR. 14TH & G STS., N. W., WASHINGTON, D. C. ALWAYS OPEN

80NO WZ 41 GOVT

NEW ORLEANS LA 1210P SEPT 6 1919

H L KIRWIN 1692

SEPT OF LABOR WASHINGTON

STRIKE AFFECTING ALL NEWORLEANS ABBATOIRS SETTLED REFERRED TO ARBITRATION I AM TO SERVE ON BOARD AS FIFTH MEMBER BOARD MEETS MONDAY MEN BACK AT WORK TWO HUNDRED SIXTY DIRECTLY AFFECTED TWENTY FIVE INDIRECTLY

MYERS

133 PM

170/142

Noted
Full
EJB

8-105

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DIVISION OF CONCILIATION

SECRETARY'S OFFICE

New Orleans, La., Sept 6, 1919.

Hon. H. L. Kerwin,
Assistant to the Secretary of Labor,
Washington, D. C.

170/742

Dear Sir:-

Final Report: Re: Butchers, meat cutters and laborers vs. New Orleans Co-operative Abattoir Co., and the Crescent City Stock Yards & Slaughter House Co., New Orleans, La.

Subject: Strike involving 260 employes of above named companies because companies refused to grant demands of employes.

Result: Satisfactory adjustment made. Eight-hour day and all other demands, except wage increase, granted. This question referred to arbitration.

On August the 29th the writer received your telegraphic instructions to come here from Tulsa, Oklahoma, and take up the above named case. I reached here on September 2nd, and immediately began conferring with representatives of both sides. Previous to my arrival an attempt to have a conference between the officials of the companies and the union committee had been made without success. The companies would not meet the committee if accompanied by the union organizer, and the committee refused to leave the organizer behind. On the night of my arrival was able to arrange a conference between the company officials and the union committee, the organizer being absent. No results whatever came from this effort, and the conference adjourned without accomplishing any good. From then on my work has been to confer and advise first with one side and then the other. Finally all differences were adjusted save the wage increase which deadlocked the case for more than a day. The Companies first offered an increase of4 cents an hour and later raised it to 5 cents an hour. The employes were demanding $1.00 a day increase for all. A mass meeting of the strikers was held on the 3rd where the 5 cent offer was unanimously rejected. A motion to stand by the original demand of a flat increase of one dollar a day was made and about to be voted when the writer urged them to accept arbitration. This suggestion was adopted. The next day the question of arbitration was urged on the companies. After a session of several hours the officilas of the companies agreed to arbitrate. Another hitch came as to the board. Both sides finally agreed to appoint two members and have the writer act as the fifth. On account of having other unfinished cases here I made an effort to prevent my selection but was not successful. The board will hold its first meeting Monday. In the meantime the employes have returned to work. The strike was called August 11th. The N.O. Live Stock Exchange alone report a loss of $8,000 because of the strike. Copy of Award will be forwarded.

Respectfully,

Noted File JG

Joseph S. Myers
Commissioner of Conciliation.

8-105

WASHINGTON

PRELIMINARY REPORT OF COMMISSIONER OF CONCILIATION.

New Orleans, La., Sept. 6, 1919, 191

RE Strike affecting Abattoirs, New Orleans, La.

Mediation requested by Bureau of Markets, U.S. Dept. of Agriculture.

Commissioner Joseph S. Myers,

Date of assignment August 29, 1919, 191

To the HONORABLE, THE SECRETARY OF LABOR:

For your information I have the honor herewith to submit a preliminary report of my efforts as Commissioner of Conciliation

in the { ~~trade dispute~~ / ~~impending strike~~ / strike } affecting { laborers Butchers, and meat cutters employed by New Orleans Co-Operative Abattoir Co., and the Crescent City Stock Yards & Slaughter House Co. }

Questions involved: Wage increase; 8 hour day; no discrimination against union

Number of employees directly affected 260

Number of employees indirectly affected 25

Status of negotiations prior to arrival No conferences and case deadlocked

Conferences held at New Orleans, La., with

Wm. Farris, of Morris Pack. Co	representing	the Companies	9/2-3-4/19 (Date.)
E. H. Wischan et al	representing	the Companies	9/2-3-4/19 (Date.)
G. Barada, Org. AMC&BW.	representing	the Strikers	9/2-3-4/19 (Date.)
Committee	representing	the Strikers	9/2-3-4/19 (Date.)
	representing		(Date.)
	representing		(Date.)
	representing		(Date.)

Remarks: Strike was called August 11th. See final report herewith.

Joseph S. Myers
Commissioner of Conciliation.

14—763 (Address.)

BUTCHERS' STRIKE TO BE ARBITRATED; WORK IS RESUMED

Federal Conciliator Myers Brings About Understanding in Two Conferences.

Striking butchers and meat cutters, according to Charles Barada, organizer of the Butchers' Union, will return to work at the two local slaughterhouses Friday morning.

Officials of the slaughterhouses held two conferences Thursday with Joseph S. Myers, federal conciliator, and after deliberation decided to yield to Mr. Myers' suggestion that the controversy be settled by arbitration.

The strikers, who decided Wednesday to submit their claims to arbitration, were notified and determined to return to work immediately.

The arbitration board will be composed of five members, and will hold its first session Monday at 10 a. m. in the postoffice building. The proceedings are expected to consume but a short time. James T. Brady, manager of the Crescent City Stockyards, and J. Dan Dies, of the Abattoir Company, will represent the slaughterhouses, while Charles Barada and John Bollinger, president of the Butchers' and Meatcutters' Union, will represent the employes. Joseph S. Myers, federal conciliator, will be the fifth member of the board.

"Some of the men," said Charles Barada Thursday, "will not be able to return to work Friday on account of the positions they now have. But, in my opinion, enough men will go back to work to permit operations to be resumed at the two plants."

According to Sidney Lambert, secretary of the Abattoir Company, it is not believed that a full force of workers will be on hand before Monday. "However," he said, "we are expecting a large number of men to return to work Friday, and slaughtering of cattle will commence immediately."

The strikers will resume work at the old wage scale, but any award made by the arbitration board will date from the time they resume their positions.

All persons concerned in the controversy expressed satisfaction Thursday that operations are to be resumed. Slaughtering here means much to live stock men, an official of the Live Stock Exchange said Thursday, as each day that the strike has lasted has meant additional losses to them.

BUTCHERS WILL ARBITRATE.

If Employers Concur, Men Will Go to Work at Once.

Striking butchers and meatcutters, at a conference held Wednesday night at "Nemo Hall," Congress and Burgundy streets, unanimously rejected the slaughterhouse officials' joint proposal of an increase of 5 cents per hour and an eight-hour work day, and after much deliberation agreed to submit their demands to arbitration. Joseph H. Myers, federal conciliator of the Department of Labor, said late Wednesday night officials of the slaughterhouses had been made acquainted with the men's decision, and will probably soon make known their position in the matter.

Wednesday's meeting was attended by a large number of strikers, James K. Wallace, federal supervisor at the stockyards, and Mr. Myers, federal conciliator. The proposals presented Tuesday night by the slaughterhouse officials were made known to the men and after consideration the terms were rejected.

Mr. Myers talked to the men at some length, and urged them to submit to arbitration. "Nothing is fairer," he said, "than arbitration. I earnestly urge you to break the present deadlock by passing a resolution agreeing to submit your claims to arbitration."

According to Mr. Myers the men must, as is customary, return to work should the slaughterhouse officials agree to arbitration. Any award made, he explained, will date from the time the arbitration proceedings commenced. If the slaughterhouse officials agree to arbitrate the matter it is expected the men will return to work immediately, pending the outcome.

STRIKING BUTCHERS BACK ON OLD JOBS

Big Packing Houses Furnished Adequate Meat Supply.

More than half the butchers and meat cutters, who for the past three weeks have been on strike, returned to work at the two local slaughterhouses Friday, awaiting the outcome of the arbitration proceedings which will begin Monday. Slaughtering at the two plants and activity in live stock circles was resumed, all of the cattle now in the city being sold Friday. It is expected many of the butchers at present holding other positions will return to their work at the slaughterhouses by Monday morning.

According to an official of the New Orleans Live Stock Exchange, the losses suffered by local live stock men on account of the strike amount to at least $8000. Shipments of cattle to this city will be resumed immediately, they said, the first shipment since the termination of the strike being expected to arrive Monday.

Local representatives of the large packing houses said Friday that the quantity of meat now being brought here by them will, of course be reduced to the amount received before the strike began. One of the officials said his company now has a large supply of meat here, but does not anticipate any serious difficulty in disposing of it.

"Although slaughtering at the local plants has been resumed," he said, "it will probably be several days before the slaughterhouses will be able to furnish adequate quantities of fresh meat to supply all of their usual customers. The present situation is just what we had to guard against. There was much talk about the packing houses being unable to supply the needs of the city, but we have really been bringing more meat here than was needed."

SCREENED
By KHW NARS, Date 7/24/84

DEPARTMENT OF LABOR
OFFICE OF THE CHIEF CLERK

SUBJECT: Hod Carriers, Richmond, Va

No. 170 780

14—198

October 16, 1919

RE Hod Carriers, Richmond, Va

Mediation requested by Howard T Colvin

Commissioner Charles Bendheim

Date of assignment Sept 8th, 1919

To the HONORABLE, THE SECRETARY OF LABOR:

For your information I have the honor herewith to submit a preliminary report of my efforts as Commissioner of Conciliation

in the { ~~trade dispute~~ / ~~impending strike~~ / strike } affecting { Employes of several brick contractors.

Questions involved: Increase of wages from 50 cents an hour to 65 cents an hour.

Number of employees directly affected 200

Number of employees indirectly affected —

Status of negotiations prior to arrival Unable to adjust.

Conferences held at Richmond, Va with

Howard T. Colvin	representing	Employes	Sept. (Date.)	10-11-12-13
Walter J. Dillard	representing	"	" (Date.)	11-12-13
John Hirshberg	representing	State Labor Comr.	" (Date.)	12-13
C. H. Archer	representing	Employer	" (Date.)	12-
H. M. Parrish	representing	"	" (Date.)	12-13
	representing		(Date.)	
	representing		(Date.)	

Remarks: This strike had been in progress for over a month before the arrival of Commissioner on the scene. Employers had secured other employes in place of the strikers, and had collectively agreed not to make any concessions to employes, making it impossible to adjust.

Charles Bendheim,
Commissioner of Conciliation.

Alexandria, Va.
(Address.)

14—763

Noted
Title
EJG

9-31

Conciliation

September 6, 1928.

Charles Bendheim,
Eight Twelve Prince Street,
Alexandria, Virginia.

780

Please take up hod carriers controversy Richmond, Virginia. Strike holding up building operations. Confer with Walter S. Dillard, Eight Hundred Two Moore Street, Richmond. Mediation requested by Howard T. Colvin, Organizer A. F. of L. Two Hundred Four South Third Street, Richmond.

KERWIN

- - - - - - - - - - - - - - - - - - - -

Attest:

C/b

Assistant to Secretary.

9-31

Sept. 8, 1919.

Mr. Howard T. Colvin,
204 South Third St.,
Richmond, Va.

Dear Sir:

The Department acknowledges receipt of your letter without date, relative to the strike of hod carriers at Richmond, Va.

Commissioner of Conciliation Charles Bondheim has been assigned to take up this matter and endeavor to bring about a satisfactory adjustment. He will confer with Walter J. Dillard, 204 Moore Street, Richmond.

Very truly yours,
EXACT COPY AS SIGNED BY H. L. KERWIN
BY
MAILED
Assistant to the Secretary.

c/b

Richmond, Va.

Hon. Wm. B. Wilson, Sec'y,
U. S. Dept. of Labor,
Washington, D. C.

RECEIVED
SEP 6
SECRETARY'S
OFFICE

Dear Sir:

About 250 hod carriers (colored) have been out on strike in this city for several weeks and brick work is more or less tied up. They are demanding an increase in wages.

Bernheim It is my opinion

that a conciliator from your department could at this time bring about an adjustment of the difficulty. In the event you should see your way clear to send one here, he may secure full particulars from Walter J. Dillard, 802 Moore Street, who is president of the Hod Carrier's Union.

Very truly yours,
Howard T. Colvin, Dep. G.F.T.P.

DEPARTMENT OF LABOR
OFFICE OF THE CHIEF CLERK

No. 170/231

SUBJECT: QUARRY WORKERS, MOUNT AIRY, N. C.

14—193

September 9, 1920

SCREENED
By KHW HAIRS, Date 8/4/84

Mr. J. D. Sargent, Vice President,
North Carolina Granite Corporation,
Mt. Airy, North Carolina.

My dear Sir:

In compliance with the request contained in your letter of the 7th instant, I have caused to be forwarded to Mr. J. W. Bridwell a letter which you addressed to him. His address is 79 Sinclair Avenue, Atlanta, Georgia.

Very truly yours,

PAPER COPY AS SIGNED BY E. J. CUNNINGHAM
Assistant to Secretary.

C/b

MAILED

Sole Producers of Mount Airy Granite

Mt. Airy, N. C. Sept. 7, 1920

Commissioner of Conciliation,
Department of Labor,
Washington, D. C.

Dear Sir:-

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS AND OTHER OCCURRENCES BEYOND OUR CONTROL.
QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL CONTRACTS SUBJECT TO ACCEPTANCE OF MOUNT AIRY OFFICE

We are anxious to have Mr. Bridwell receive the enclosed letter, and not having his local address, we are taking the liberty of asking that you forward same to him.

Your courtesy in this matter will be appreciated.

Very respectfully,

North Carolina Granite Corporation,

per J D Sargent Vice Prest.

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DIVISION OF CONCILIATION

1287

Atlanta, Ga. August 30, 1920.

Mr. H. L. Kerwin,
Asst. to the Secretary,
Washington, D.C.

My dear Mr. Kerwin,

Subject:-Strike Quarry Workers vs North Carolina Granite Corporation, Mount Airy, N.C.

Number involved 95-Number indirectly involved 175.

In addition to my report of the 28th inst. I am pleased to further report that at a conference held with Mr. J.P. Sergant, Gen, Manger of of the N.C. Granite Corp. that he assured me that not only would all of the men be re-instated that desired to return, but that wage increases would be on an average of 50 cts per day; ranging from 25cts to $1.00 per day. He also agreed to meet the committee of the men,

Mr. Alex Ironside the National representative of the Quarry Workers seems well satisfied with the result, as he realizied that without the help of the Department that absolutely nothing would have been accomplished for the men.

The public in this burg are predijudced against organizations, and the fact of the Quarry Workers being about fifty, fifty white and colored and forming an organization together so shocked their sensibilities that dire threats were made against Mr. Ironsides, and he said yestarday that he was glad to get away from this locality whole instead of in pieces.

However, I want to say that Mr. Sergant the manager also said that he appreciated the Departments efforts in the company's behalf as well as the employees.. And I might say further that he received me as courtously at at our several conferences as could be desired.

Respectfully,

J W Bridwell

Commissioner of Conciliation.

Noted
File
L

P.S. Mr. Ironside ha a copy of my first report.

8-32

DIVISION OF CONCILIATION

OFFICE OF THE SECRETARY
WASHINGTON

Mount Airy,N.C.August 28,1920.

Mr.H.L.Kerwin,

Assistant to the Secretary,
Washington,D.C.

My dear Mr.Kerwin:

Subject:-Strike of 95 Quarry Workers vs North Carolina Granite Corporation,Mount Airy,N.C.

On July 7th ult Mr.J.P.Sargent,manager of the Granite corporation informed three members of the local Quarry Workers Union that they could not continue work for the company and remain members of the union as just organized by Mr.Alex Ironside the general organizer of the Quarry Workers International Union.On the discharge of these men the remaining number walked out.

Upon my arrival here the 25th inst and up to and including to-day I have held conferences with each side endeavoring to bring about an adjustment that would be satisfactory to all concerned.

The organizing of these men and the walkout has created an exceedingly unpoplar move,not only with the company,but with the public as well;the company taking the position that under no conditions would the union be reconized,or would they receive a committee of the employees while Mr.Ironside the organizer remained here. In fact Mr.Ironside has made himself very unpoplar with the natvies from the fact that he organized the men and has been told that the best thing he could do was to leave town.

At a conference last night with Mr.Sargent,manager of the company I finally persuaded him to agree to reinstate all of the men without predijudce,as individuals at an increase of 25cts to 50 cts per day.My understanding that he agreed to meet a committee of the men.

When I called him over the phone to-day he declined to meet the committee while Mr.Ironside was in town.I informed Mr.Ironside of this and he is leaving here the 29th inst.for the East.

This brings the matter to a conclusion as far as we are concerned,and it is now up to Gen.Mgr.Sargent to make good his promise to re-employ all that desire to return at the increases mentioned.

Respectfully submitted,

J W Bridwell

Commissioner of Conciliation.

Noted
File
E

8.32

TELEGRAM

CHIEF CLERK AUG 23 '20 DEPARTMENT OF LABOR

26Wu. Da. 30 4 Extra

Mount Airy, N. C., 11:20 A. M., August 23, 1920.

Hon. W. B. Wilson,

Secretary of Labor,

U. S. Labor Board,

Washington, D. C.

100 quarrymen have been out here six weeks. Labor trouble with North Carolina Granite Company. Send mediator at earliest Will meet him at Stewart Hote.

Alex Ironside,

Organiser, Quarry Workers Union.

12:22 P. M.

T386

APR 18 '21
CHIEF CLERK
DEPT. OF LABOR

Arbitration respecting Seniority Rights of the Hog Killing Gang of Independent Packing Company and William Davies Company.

At noon of Thursday, last March 31, these gangs, or most of their members, went out on strike. The employers refused to take them back except as new employees. On the following Saturday afternoon, upon conference between representatives of the employers and employees, and Mr. Oscar Nelson representing the Department of Labor, and the administrator, it was agreed that the men return to their work the following Monday morning, leaving the question of seniority rights as affected by this strike to be decided by the administrator.

The following Tuesday and Wednesday the hearing was had. It appears that after the notice of last February 21 by the employers of the fulfilment and termination of the theretofore existing agreement for the administration, the work in these houses continued with perhaps somewhat diminishing force, until March 14, when many of the men were laid off; that shortly after March 23, upon which date the five "big" packers and representatives of employees of those packers, in conference at Washington with the Secretary of Labor, agreed with him for a continuation until next September 15 of the pre-existing agreements for the administration, the Independent and Davies Companies began to build up these gangs.

It is contended for the men that in these two plants - particularly the Independent - in the re-employment of these, as well as in the prior reduction of the gangs, seniority rules were disregarded; also that some of the pay rates were very greatly reduced, contrary to the awards and agreements; and that upon making complaints to the employers the men were told in substance that the employers alone would thereafter decide who should be hired or discharged, and what wages should be paid; and claimed that in one instance a complaining employee was discharged for the reason alone that he made complaint. The last incident was practically admitted, it being stated that the discharge occurred through an error.

It further appears that after this Washington agreement for

extension was made, the status of the "independents" (which group included these two) was referred to, and the representatives there of the five "big" packers stated that the "independents" (all of whom were in the administration after the notice of termination) had not been asked to attend the conference, and were not represented there, but suggested that they be given thirty days in which to adopt or reject the extension agreements, a suggestion which the representatives of the employees agreed to. Concededly, there was the further understanding that there be no strikes of the employees of the "independents" during the thirty day period, and, either expressly or by necessary implication, that there be no material change in the relations between employers and employees during that time.

The Washington conference which resulted in the limited extension of the agreements for the administration, was in part brought about through the strenuous insistence on behalf of the employees that the arbitration agreement did not by its terms expire until one year after peace had been declared between the United States and the nations with which it was at war, and that therefore the declaration by the employers to the effect that the agreement was at an end was in violation of it, which attitude of the employees applied not only to the "big" packers, but as well as to the "independents" and all others who, prior to the declaration of February 21, had accepted and were acting under the terms of the arbitration agreement first made by the "big five" only. It is therefore quite natural the employees of the "independents" were desirous that their employers accept the terms of the extension agreement the same as the five "big" packers had done. It is likewise natural that they might view with suspicion and alarm any change or report of change in any of the conditions and relations which before or during the thirty day period might be out of harmony with the terms of the agreement for the administration and of the awards made thereunder.

It was stated on the hearing that immediately after the extension agreement was made representatives of employees began to confer with the "independents" at Chicago, with the result that all

whom they approached stated at once they would be bound by the extension agreement, excepting these two companies,- among the largest of the "independents". The superintendents of these concerns stoutly denied the contention of the men and their representatives to the effect that they would not accept the extension agreement, or that the employers alone would finally pass on all questions, and they point to the fact that on the previous Tuesday they had authorized their attorneys to accept for them the extension agreement; and they point further to a telegram from the Secretary of Labor to representatives of the employees at Chicago, dated Thursday, calling attention to the receipt by him of a letter dated the previous Tuesday to the effect that these companies among others had accepted the extension agreement. It appears, however, that the Secretary's telegram was dated late Thursday afternoon, which would be after the walkout actually occurred; and the representatives of the employees say the telegram was not received by them until Friday morning. It does not appear that any other knowledge of the acceptance reached the men prior to the strike, except that one of their representatives says he saw in that morning's Tribune a statement that Mr. James Condon had said the acceptance had been sent to Washington.

I think I am justified in assuming that at the time the men walked out neither they nor their representatives had actual knowledge that a communication had gone forward to the Secretary of Labor accepting the extension agreement for these concerns, although without doubt it had been sent. I am well assured, however, from the facts before me that as to these two employers the representatives of the men were quite apprehensive they would take advantage of the thirty day period for arbitrarily making changes in the force and in conditions, in order to eliminate leadership among the employees and impair the "economic power" of the men through weakening their capacity for organized effort; and that thus when the thirty day period would expire the employers could more readily, and would decline to accept the extension. While I believe this was the state of mind of the employees and their representatives there was not

sufficient evidence before me to establish the existence of such intent or purpose on the part of these employers, nor of any sufficiently general departure from the practices of the administration to permit me to conclude that there was a definite plan on the part of either of them to substantially depart further from the previous rulings and awards.

But it was this apprehension, wholly apart from any question of whether there appeared any sufficient ground for it, which at this particular and peculiar juncture of affairs gave the employees and the leaders that uneasiness and alarm which threatened a strike for some days preceding the actual walkout.

The general attitude of the administrator on the subject of strikes and walkouts during the admitted and unquestioned existence of the administration is too well known to need here further exemplification; and if, to the definite knowledge and appreciation of both parties, the administration was operative at the time of the walkout, the duty of the administrator would be clear. But under the indicated circumstances the men might well have assumed that these employers who had not signified their acceptance of the extension, adhered to the declaration of February 21, and to all intents and purposes regarded themselves as out of the administration, and in that state of mind any rumor of changes to their disadvantage would add greatly to their apprehensions. It may be said that the thirty day agreement covered the situation, and perhaps this is so; and that probably the more orderly and proper course of procedure would have been for the employees to notify the Secretary of Labor of their apprehensions, which, had they done, I am well assured the complaint would have had his prompt and effective attention. They did not do this, but taking counsel of their fears the men walked out.

The practical question which this situation involves happens to be in quite narrow compass so far as concerns the employers. I am informed that there are no wholly new employees to contend for seniority rights over the old employees who struck. The practical

question is whether such of the old employees as remained at their work, or were out on layoff when the strike occurred, or returned to work before the following Monday, would have, through the walkout of their fellow-employees and their re-employment as new men, seniority rights over them, however junior in their employment they might have been just before the strike. And there is the further question whether the men who walked out, as between themselves, became new employees at the time of re-employment on Monday, so that in case of layoff thereafter, these would all be considered of equal rank.

It seems to me that under the peculiar and unusual circumstances here presented the general rule that while the administration exists for adjusting disputes employees who strike in violation of the administration agreement lose their rights as employees unless this result is waived by their employer, need not be strictly applied, and, to my mind, without imputing any acts of impropriety towards the employers, the circumstances here call for a less strict application of the rule than is usual. The strike, though probably hasty, and perhaps in the unwarranted fear of immediate and radical change to their employees' detriment in conditions, was after all intended for the benefit of the entire body of employees - those out on layoff, or who stayed, or came back before Monday, as well as those who were out, and under all the indicated circumstances I do not feel impelled in this instance to give these employees advantage of seniority rights over their fellow-employees who went out; and as between the employees who remained out, I do not feel that the circumstances call for the penalizing of those who were older in service, for the benefit of those younger who went out at the same time. Surely as between those who went out there would, under the circumstances, be no impropriety in holding that by this act of striking alone, one part of the strikers be not given seniority rights and advantage over their fellow-strikers, as would be the result if all were now placed on like footing as new men.

Everything considered, I am of the belief that under the

very exceptional circumstances in which these men went out I may excuse or overlook their failure to adopt what would doubtless have been a more wise and proper course, and remit the penalty of loss of seniority rights, which, unless waived by the employer, ordinarily attend a stoppage of work in violation of an agreed plan of arbitration.

I therefore hold that in this instance the seniority rights of all the employees of these plants shall remain unaffected by the strike of March 31; and the employers shall without unreasonable delay make such change and readjustment in the force as may be necessary to give effect to this finding.

Employees who at the time of the strike were on layoff should not, as a matter of course, be affected in their seniority rights by reason of the strike.wherein they did not participate.

In view of the fact that the employees acted hastily in striking, and failed to give prior notice of their grievances to the Secretary of Labor who ~~[illegible]~~ undoubtedly would have afforded them protection from harm during the thirty day period, the men who walked out are not entitled to pay which may have been lost to any of them through the employers' assumption that the men had lost their seniority rights. No back pay is therefore allowed to any of those who struck.

Samuel Alschuler

United States Administrator.

Chicago, Ill. April 16, 1921.

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
DIVISION OF CONCILIATION WASHINGTON

3117 Abbott Court,
Chicago, Ill., April 5th, 1921

170
1386

Hon. H. L. Kerwin,
Director of Conciliation,
Department of Labor,
Washington, D. C.

My dear Sir:-

FINAL REPORT: RE: Amalgamated Meat Cutters & Butcher Workmen of No. America, vs. The William Davies Company, Ltd. Chicago.

SUBJECT: Strike of 300 butcher workmen on March 31st at noon because of the refusal of the William Davies Company to rehire senior employes after shut down and because of reduction in pay of certain employes from 65 to 45¢ per hour, and the employment of negro women at 30¢ per hour to replace men at 45¢ rate.

Noted by K
file
4-6

RESULT: Strike settled Saturday, April 2nd, men returning to work Monday morning, April 4th.

****

Assignment to this case was received Friday, April 1st at 4 P.M. In the absence of Secretary Lane of the Butcher Workmen's Union, I conferred with President John F. Hart and Mr. Frank McElroy, chairman of grievance committee, Chicago District Council of Butcher Workmen.

Messrs Hart and McElroy outlined the workers side of the controversy, in substance, as follows:

"The William Davies Company was one of the 14 smaller packers in Chicago, and while Secretary Lane had verbally agreed, in Washington, to give these companies 30 days time to consider an acceptance or rejection of the same adjustment as made with the Five Big Packers, that the Davies Company was attempting to destroy their organization in the plant by discriminating against union men and refusing to rehire those with seniority rights, and that this Company had also reduced the wages of workers in the salt-cellar department from 65 to 45¢ per hour, that they had also hired negro women at 30¢ an hour to perform work formerly done by men who were entitled to 45¢ per hour."

#2

They also stated that "Mr. McElroy had called on Mr. Agar, Jr. who is in charge of employment for the Davies Company and that he had taken the position that until they signified their intention to resume under the Alschuler agreement, they were at liberty to pay such wages as they saw fit and disregard seniority rights, that in view of such an attitude the District Council, as a matter of self-defense, of the organization, had ordered a strike in this plant at noon March 31st."

I called at the William Davies Company plant Saturday morning at 8:30 A.M. and conferred with Mr. Agar, Jr., and before leaving, Mr. John Agar, President of the Company. Mr. Agar, Jr. admitted that they had hired the negro women at 30¢ per hour and stated that these women were doing only part of the work formerly done by the men. He also admitted that they had reduced the men in the salt-cellar department from 65 to 45¢ per hour, and had immediately increased their wages when the Company decided to resume under the Alschuler agreement. While I was in conference with Mr. Agar, he called his Attorney, Mr. James Condon, who stated, in reply to my suggestion that a conference of all parties be held, that he was agreeable to that suggestion providing Judge Alschuler was present at the conference.

I made arrangements with Judge Alschuler, who very kindly and willingly canceled previous engagements, that a conference be held in his chambers at twelve o'clock noon that day. Present at that conference were Mr. Agar, Sr. and Jr., Attorneys Condon and Meyer, President John Hart and Secretary Dennis Lane of the Butchers Union, Mr. Frank McElroy and Mr. James Smith of the District Council of Butcher Workmen, Judge Alschuler and myself.

The result of the conference was the understanding that the William Davies Company would reinstate all employes and that the strike would be called off, the men to return to work Monday morning, April 4th, and that the question of seniority rights be submitted to Judge Alschuler for determination. It was also understood that both sides would, in the future, strictly adhere to the provisions of the Alschuler agreement.

Following the reaching of this understanding, I accompanied the representatives of the workers to the mass meeting of the strikers and addressed the strikers in explanation of the understanding reached, also emphasizing that from this time on until September 15th, the Department of Labor expected both sides to comply strictly with the Alschuler agreement.

Very respectfully submitted,

Oscar F. Nelson

Commissioner of Conciliation.

ON

M. N.
Union Stenographer
O.E.A. 12755

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

PRELIMINARY REPORT OF COMMISSIONER OF CONCILIATION.

Chicago, Ill. April 5, 1921.

RE Strike, Butcher Workmen's Union VS
Mediation requested by William Davies Co.?Ltd.

Commissioner Oscar F. Nelson

Date of assignment April 1st, 1921

To the HONORABLE, THE SECRETARY OF LABOR:

For your information I have the honor herewith to submit a preliminary report of my efforts as Commissioner of Conciliation

in the ~~threatened~~ ~~impending strike~~ strike affecting Amalgamted Meta Cutters & Butcher Workmen of No. America and the William Davies Company, Ltd.

Questions involved: Reduction of men's pay from 65 to 45¢ on certain work, hiring of negro women at 30¢ per hour to do work formerly done by men and refusal to observe seniority rights.

Number of employees directly affected 300

Number of employees indirectly affected 125

Status of negotiations prior to arrival strike on.

Conferences held at Chicago, Ill. with

John F. Hart, Pres.	representing	A.M.C.&B.W.Union	April 1st, 2nd (Date.)
Frank Mc Elroy,	representing	District Council A.M.C.&.B.W.	ditto (Date.)
Mr. John Agar, Pres.	representing	Wm. Davies Company	April 2nd (Date.)
Mr. Agar, Jr.	representing	ditto	ditto (Date.)
James Condon, Carl Meyer, Attorneys,	representing	ditto	" (Date.)
Judge Samuel Alschuler	representing		" (Date.)
Dennis Lane, Sec'y Treas.	representing	A.M.C.&.B.W.	" (Date.)

Remarks:

Oscar F. Nelson
Commissioner of Conciliation.

4-6

14—763 (Address.)

DIVISION OF CONCILIATION

OFFICE OF THE SECRETARY
WASHINGTON

3117 Abbott Court,
Chicago, Ill. April 5th 1921.

Hon. H. L. Kerwin,
Director of Conciliation,
Department of Labor,
Washington, D.C.

170/1386

My dear Sir:-

FINAL REPORT: RE: Amalgamated Meat Cutters & Butcher Workmen of No. America VS The Independent Packing Company, Chicago.

SUBJECT: Strike of 550 butcher workmen on March 31st at noon occasioned by the refusal of the Independent Packing Company to rehire senior employees after shut down and because of the alleged hiring of workers at 35 and 40¢ per hour, which is less than the minimum paid by the Big Packers.

RESULT: Strike settled Saturday, April 2nd men returning to work Monday morning, April 4th.

Noted by K. file

Upon receiving assignment Friday, April 1st at 4 P.M. I immediately called at the office of Sec'y Lane of the Butcher Workmen's Union. Found that Mr. Lane was in Omaha, Neb. and was expected to return Saturday noon. I confered with Pres. John F. Hart and Mr. Frank Mc Elroy, Chairman of Greivance Committee of Chicago District Council of Butcher Workmen.

Meesrs Hart and Mc Elroy stated the workers side of the controversy, in substance, as follows:

"That Sec'y Lane had verbally agreed with Attorneys Condon and Meyer in Washington to give the 14 smaller packers in Chicago 30 days time to consider an acceptance or rejection of same adjustment as made with the Big Packers, that the Indpendent Packing Company, which had been shut down, began to hire men Monday, March 28th at 35 and 40¢ per hour and that they refused to re-hire many of the old men who in accord with seniority rights were entitled to re-employment. That Mr. Mc Elroy had called on Mr. Brennan, President and Gen'l Manager of the Company on March 29 and 30th and that on the 31st Mr. Smith, Sec'y of the District Council had called on him and endeavored to induce mr. Brennan to

4-7

#2

comply with the rates and seniority provisions of the Alschuler Agreement and that he, Mr. Brennan had stated'that he had 30 days in which to decide as to the Alschuler Agreement and that for the present he was the Arbitrator as to wages and seniority rights and would hire and fire and pay what he pleased'."

Messrs Hart and Mc Elroy further stated "that in face of such an attitude by Mr. Brennan and having no notice that such concern had accepted the Alschuler Agreement, the District Council authorized a strike as a matter of self defense -feeling that the verbal agreement to give this and other concerns 30 days time carried with it an obligation on the part of such conerns not to attempt to disturb existing conditions and surely did not contemplate that they could dismiss or refuse to re-hire Union men and cut the wage rate to less than rate agreed upon in Washington."

The following morning I called at the plant of the Independent Packing Company and confered with Mr. Brennan. I informed him of the allegations of the men. He denied that he had cut the wage rate,but admitted that he had refused to hire certain men and had discharged one man who complained about the wage cut and that since had learned he had made a mistake in that case.

I suggested that a conference be held with the representatives of the District Council,with himself,his attorney and myself sitting in and that we make an effort to clear up any misunderstanding that ensued prior to Thursday and that work be resumed with the understanding from then on all provisions of the Alschuler Agreement be adhered to by both sides. Mr. Brennan was agreeable to that suggestion, but upon consulting his Attorney Mr. Condon ,he was advised to hold no conference unless Judge Alschuler was a party.

I immediately got in touch with Judge Alschuler,who cancelled previous engagements and it was arranged to meet in his chambers at noon that day. A three hour discussion was had of the situation -the main contention of Attorney Condon being "that the men had violated their agreement and that the Secretary of Labor had so declared in a telegram to Sec'y Lane. Mr. Lane who entered the conference upon his arrival in the city,admitted that such a telegram had been received,but stated "that it was sent by the Secretary of Labor Thursday afternoon before the Secretary had been informed as to exactly what occasioned the strike".

It was finally agreed that the Company would erinstate all of the men and that the question of seniority rights would be refered to Judge Alschuler for determination and that the strike would be declared off.

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DIVISION OF CONCILIATION

#3

I inclose herein a memorandum of the understanding reached at the conference. After the conference I accompanied the Committee to the meeting of the strikers and explained the understanding reached and the meeting voted to go back to work Monday morning.

VERY RESPECTFULLY SUBMITTED,

Oscar F. Nelson

COMMISSIONER OF CONCILIATION.

B

K

April 2nd 1921.

In the matter of the strike situation now existing at the Independent Packing Company and the Davies Company, it was agreed at the conference held in Judge Alschuler's Chambers, representatives of both sides participating, with Judge Alschuler and Commissioner Nelson present, "that all workers would be reinstated and the question as to seniority rights be submitted to Judge Alschuler for determination".

Oscar F. Nelson

Jno. H. Smith (Secy of District Council)

James S. London (Attorney for workers)

WASHINGTON

PRELIMINARY REPORT OF COMMISSIONER OF CONCILIATION.

RE Strike, Butcher Workmen Vs Independent Packing Company, Chicago, Ill. April 5th 1921., 191.

Mediation requested by -----

Commissioner Oscar F. Nelson,

Date of assignment April 1st, 1921

To the HONORABLE, THE SECRETARY OF LABOR:

For your information I have the honor herewith to submit a preliminary report of my efforts as Commissioner of Conciliation

in the { ~~threatened strike~~ ~~impending strike~~ strike } affecting { Amalgamated Meat Cutters & Butcher Workmen and the Indpendent Packing Company of Chicago, Ill.

Questions involved: Discrimination against Union men with seniority rights and hiring men at rates less than provided for in Agreement with 5 Big Packers, alleged by Union.

Number of employees directly affected 550

Number of employees indirectly affected 150

Status of negotiations prior to arrival strike on.

Conferences held at Chicago, Illinois with

John F. Hart, Pres.	representing	A.M.C.&B.W. Union,	(Date.)	April 1st, 2nd.
Frank Mc Elroy,	representing	District Council, A.M.C.&B.W.	(Date.)	ditto
Patrick Brennan, Pres.	representing	Independent Packing Co.	(Date.)	April 2nd
James Condon, Attorney	representing	ditto	(Date.)	" "
Carl Meyer, Attorney	representing	ditto	(Date.)	" "
Judge Sam'l Alschuler	representing		(Date.)	" "
Dennis Lane, Sec'y-Treas.	representing	A.M.C.&BW.Union	(Date.)	" "

Remarks:

Oscar F. Nelson
Commissioner of Conciliation.

4-7

14—763 (Address.)

STRIKE OF 1,300 AT TWO PACKER PLANTS IS ENDED

Dennis Lane, secretary-treasurer of the Amalgamated Meat Cutters' and Butcher Workmen's union, last night called off the strike in the Independent and William Davies Packing companies. The 1,300 employés were told to report for work tomorrow morning. The strike was called last Thursday when it was alleged by union officials that the employers were rehiring men at 35 and 40 cents an hour when the Alschuler agreement specified 45 cents. Alleged violation of the seniority clause by the employers also was taken into consideration.

Oscar F. Nelson, federal commissioner of conciliation, yesterday arranged a conference of representatives of the packers and union in Judge Alschuler's chambers. Attorneys James G. Condon and Carl Meyer spoke for the packers, and Mr. Lane, Jimmie Smith, and John F. Hart presented the union's side.

After a three hour discussion officials of the union agreed to cancel the strike order with the understanding that the packers' employés be paid the wage specified in the Alschuler agreement. The other grievances are to be given to Judge Alschuler for arbitration. Secretary of Labor Davis, who arrived in the city early yesterday morning from Washington, did not attend the conference. He left to spend the day at Mooseheart.

March 31, 1921.

Mr. Carl Meyer,
Mr. James G. Condon,
1600 First National Bank Bldg.,
Chicago, Illinois.

Gentlemen:

Referring to my telephonic conversation with Mr. Condon this afternoon, and for your information, I am quoting herein telegram which I sent this afternoon to Mr. Dennis Lane, Secretary-Treasurer of the meat cutters' organization:

"After the signing of the agreement with the Big Five packers we mutually agreed that the independent packers would have thirty days to consider the signing of the same agreement. Twelve of these large concerns have signed, among them William Davies Company and the Independent Packing Company. I am informed that a strike has been called in these concerns. If so, it is a violation of the agreement. If a strike order has been issued we request that it be recalled. I would appreciate an early reply from you. We are wiring you today and submitting list of those already signed. Same will be confirmed by letter."

4-7 4-6

I regret very much that any strike order has been issued as I am very keenly interested in the maintenance of peace in this industry and am hopeful that nothing will occur to prevent the continued operation of these plants.

Very truly yours,

Exact copy as signed by James J. Davis
Mailed By

Secretary.

Nystrom admittedly was in charge of the strike at the Sayre and Fisher Plant.

The testimony for the prosecution was that he had made these statements, but not connectedly as they appear above. The testimony for the defence is that when he read the "injunction" he said "this does'nt amount to anything; it does'nt prohibit us from doing anything that we are doing" or words to that effect; that the strikers had previous to the restraining order maintained only one man at each entrance to the Sayre and Fisher plant, not annoying or assaulting or interfering with persons against their will, and as he read and understood the restraining order, it did not forbid that; that in order to keep within the law, he told the Sheriff that that was his understanding and that he intended to keep a single man at each entrance, and asked the Sheriff if he had any objection thereto, to which the Sheriff replied "No, not if they don't congregate or cause trouble."

Consideration of the testimony for the prosecution leads to the conclusion that that testimony is, for the most part at least, quite compatible with the testimony and explanation by the defence. I think the defendent Nystrom must be acquitted of the charge of contempt as to this specification.

2. Kryenski, a defendant in the main case, is charged with having, after service upon him of a copy of the order of June 15, driven from picket to picket, at the several entrances to the Sayre-and Fisher Plant, at the time when the workmen were entering the plant in the morning, a truck having on each side a large placard with the words "Strike on at Sayre & Fisher Brick Co. Stay away; Don't be a scab."

Admittedly he did this <u>prior</u> to the service of the order of June 15th. The testimony of Kryenski and of several others on his behalf is to the effect that he did not do it, nor did any one else, <u>after</u> the service of that order on June 16th. On the other hand several

witnesses for the prosecution testified that he did this also on June 18th, 19th and perhaps the 20th.

A careful weighing and analysis of the conflicting testimony on this point leaves me without any reasonable doubt that Kryenski isguilty of the act charged. The witnesses in denial purport to remember quite clearly the happenings on June 16th, but their memories fail in respect of June 26th and 27th ten days later, when the pendents lite restraining order was served, and also as to July 17th, when the order to show cause in the contempt proceedings was served. The hearing was on July 25th.

Moreover they purport to establish the fact that the placarding on the truck was discontinued on June 16th by testimony that a meeting was held on that day, after the service of the copies of the order, at which such dis-continuance was decided upon. The time of this meeting they fix as 10 a.m. (Seba thinks it might have been 2 P.M.) and they say they were served with the order between 10 a.m. and 2 p.m., whereas it is clearly established that this order was served on no one until after 3 P.M. Another significent feature is Nystrom's testimony that he believed the restraint in this first order did not prohibit any of the things the strikers were then doing, and that he so told the sheriff on June 16th. That being so there was no reason in their minds to stop the placarding of the truck.

The testimony for the prosecution is not devoid of contradiction and inconsistencies, arising out of the fact that photographs of the placarded truck were attempted to be taken before the service of the order to show cause (for use on the filing of the bill and affidavits) and after such service (for use in the contempt

proceedings). The testimony however establishes to my complete satisfaction that Kryenski drove the truck with the placard on it, at least one day (probably two) after the service of the order, and that because thereof the second attempt to photograph was made, in order to prove the act which was believed by the Sayre and Fisher people to be a contempt of the order.

That this act was a violation of the restraint in the order of June 15th, and therefore a contempt, I think, is also clear. It was an attempt to induce, persuade or cause employees of complainant to quit their employment, and violated clause "k" of the order.

3. All five respondents are charged with picketing the complainant's plant, after service upon them of the orders of June 15th and June 26th. That they had in fact done so was formally admitted on behalf of all but Ghelski; as to him, it was proved by testimony for the prosecution. It was also proved as to all the respondents by the testimony of the respondent Nystrom and others.

The contention of the respondents is that this "picketing" was not prohibited by either of the orders, and was therefore not a contempt. The picketing proven and admitted consisted, physically, in the stationing of a man at each entrance to the plant, and maintaining them there during the period when the workmen were entering the plant in the morning, these pickets being visited by the one in charge going the rounds from post to post. There is no proof of any violence, threats or even annoyance, by any of these respondents, either in the course of such picketing or at other times or places.

The testimony on behalf of the respondents is that this

picketing was done solely for the purpose of observation, so that the strikers might know the truth as to how many men were working for complainant; whether any minors below lawful age were being employed; and whether any union men were working at the plant; (to avoid the possibility that death or other benefits might be paid, in ignorance, to any such men or their families.)

Neither order, in so many words, prohibits picketing without more. The order of June 15th restrains respondents from picketing "with intent to procure the personal molestation and annoyance of persons employed or willing to be employed by complainant - - to leave such employment by intimidation or -- annoying - conduct."

The order of June 26th prohibits picketing, singly, or in combination, "for the purpose of intimidating" complainant's employees in addition to the prohibitions above referred to as contained in the order of June 15th.

Considered as in connection with the patrolling or visitation by the placarded truck from post to post of these pickets, the conduct of the respondents comes pretty close to the line. There is however sufficient doubt in my mind to constitute "reasonable doubt", and lead to acquittal of the respondents on this charge.

The strikers seem for the most part to have endeavored to the best of their knowledge and understanding to be law-abiding and refrain from disobedience to the orders of this Court; and they seem to have been pretty successful in such endeavors,- remarkably so, compared with the situation in most other strikes that have come under my judicial notice. Kryenski's violation was by no means [illegible] rant in intent, nor is there any evidence that it was of much i[illegible] in actuality; and it was speedily terminated by Kryenski and the ot[illegible] themselves, apparently as soon as they realized that it was a violati[illegible] and a contempt. The punishment in his case will be a fine of one hundred dollars and the costs of the prosecution.

DIVISION OF CONCILIATION

OFFICE OF THE SECRETARY
WASHINGTON

Ocean City N.J.
Sept. 16-1923

H. L. Kerwin
Director of Conciliation
My Dear Director

The status of the strike of Brick and Clay workers at the Sayre-Fisher works, Sayreville N.J. is as follows.

All of the striking employees have secured employment in the many varied industrys in the vicinity of Sayreville and in neighboring towns, and are determined not to return to the employ of the Sayre-Fisher Co. without complete recognition of the union.

Recognition, carries with it, a "closed shop" a signed agreement, covering wages, and working conditions, and eventually the "check off" system, which prevails in many of the union Brick yards in the west.

Your Commissioner visited Sayreville during the past week, conferred with the committee of the strikers, and with-
full

Vice President Nystrom of the Int. Union, also with many of the residents of Sayreville and South River, Milltown and New Brunswick and found that a decided hostility towards the Sayre-Fisher Co. on account of their action in importing Negro Strike Breakers of a particularly disreputable class, gathered from the slums of New York and Philadelphia together with a few imported from the South. and it is charged by the residents, that vice is rampant in the barracks of the Strike Breakers, that women of the streets are frequent visitors, gambling and drunkenness prevails, and at least one murder of a Strike Breaker by another has occurred.

All of which has aroused the resentment of the citizens of the towns in that vicinity who are proud of the heretofore respectability of their communities, and the sympathy of

the public seems to be with the strikers. and who have been peaceful and law abiding. all throughout the strike, the Company have secured injunctions prohibiting all the usual union activities, which has been obeyed to the letter by the strikers.

The fact that the season for the manufacture of common brick is about over. and the inability of the Company to secure skilled workmen on the finer grade of brick, such as enameled and ornamental and pressed brick. it is expected that the yards will soon close down for the winter and the strike breaking Negroes. will leave for their accustomed haunts. and the strikers predict that the company will be in a more receptive mood at the begining of the next season.

The programme of the union is to pursue an active organizing campaign during the coming winter and organize the entire clay industry in Northern New Jersey. and then

to force recognition of the union generally in the Brick and Clay industry at the busiest season.

Your Commissioner was informed that no move would be made towards a general strike until the Department of Labor had been notified and its good offices requested to bring about a settlement.

The fact that all of the strikers are employed, at as good a remuneration as the brick works offered, accounts for their determined stand in the present strike. the company have only been able to secure about 400 men including the Negro strike breakers, and as a result the strikers feel confident that the next season will bring with it a favorable ending of the strike.

Very Truly Yours
L. R. Thomas
Com. of Conciliation

DAILY REPORT FILE NO.

2046

U. S. DEPARTMENT OF LABOR

OFFICE OF THE SECRETARY

DIVISION OF CONCILIATION

Ocean City N.J.

DATE, Sept. 12/23

DETAIL Strike - Brick & Clay Workers Sayreville NJ

To the SECRETARY OF LABOR,

Washington, D. C.

~~Left~~ At Ocean City O.S.

~~Arrived~~ wrote you in regard to

~~Am stopping at~~ unfinished case of

~~Will leave~~ Brick Workers at Sayreville

~~For~~ will go there tomorrow and

~~Will report address upon arrival at~~ ascertain if

there is any possibility of

Settlement.

L. R. Thomas

COMMISSIONER OF CONCILIATION.

NOTE.—*This report should be made out each day,* and mailed to the Department immediately upon arrival at destination. Preliminary reports to be forwarded within one week after negotiations have been opened.

-Over-

14—887

Director of Conciliation.
not receiving any reply to
my letter relative to again
taking up the Sayre-Fisher
case. and deeming it
possible, that you were
absent from your office or
had over-looked the matter
I have decided to go to
Sayreville tomorrow, trusting
that you would approve,
as you know that was
not a closed case.

I wish also to report that
the supplies asked for over
a week ago, have not yet
been received here.

resent Very Truly Yours
9/13/23
L. R. Thomas

CON. NO. 1
DAILY REPORT

FILE NO. 170/2046

U. S. DEPARTMENT OF LABOR

OFFICE OF THE SECRETARY

DIVISION OF CONCILIATION

New York N.Y.

DATE, Sept 14 - 1923

DETAIL Brick & Clay Workers Strike, Sayreville Sayre Porter Co

To the SECRETARY OF LABOR,

Washington, D. C.

Left New Brunswick, 3 pm.

Arrived New York 4 pm

Am stopping at Aberdeen Hotel

Will leave New York. Saturday afternoon

For Ocean City O.S.

~~Will report address upon arrival at.~~ Difficult to get a room here. account Dempsey-Firpo fight

L. R. Thomas

COMMISSIONER OF CONCILIATION.

NOTE.—*This report should be made out each day,* and mailed to the Department immediately upon arrival at destination. Preliminary reports to be forwarded within one week after negotiations have been opened.

- Over -

14—887

DAILY REPORT FILE NO. 170/2046

DEPARTMENT OF LABOR

Director of Conciliation

Conferred this A.M. with V. President Conrad Nystrom and a Committee of the Striking Clay Workers. and find them more determined than ever to continue the Strike at the Sayre-Fisher plant. the company have brought in Negro Strike breakers which has had the effect of arousing the resentment of the citizens of the towns in the vicinity of the Brick works. The towns of Sayreville South River. and So. Amboy resent the importation of that class of Labor However. as the Season for the Manufacture of Common Brick is about over. and the Strikers are nearly all employed Elsewhere, I have been advised that there will be quiet in the Strike zone until next Spring. when it is predicted that the fight on the Sayre Fisher Co. will be renewed. Will ~~[illegible]~~ in the Ornamental Iron workers tomorrow, after which will return to Official Station. will report in detail from O.S.

L.R. Thomas

170/2046

September 11, 1923.

92

Mr. L. R. Thomas,
627 Asbury Avenue,
Ocean City, N. J.

Dear Mr. Thomas:

Referring to the case of the brick and tile workers on strike at Sayre-Fisher plant would suggest that you again take up the matter and see if conditions are right to bring about an adjustment.

Very truly yours,

EXACT COPY AS SIGNED BY E. L. KERWIN

Director of Conciliation.

C/b

MAILED

CON. NO. 1
DAILY REPORT FILE NO.

U. S. DEPARTMENT OF LABOR

OFFICE OF THE SECRETARY

DIVISION OF CONCILIATION Ocean City

DATE, Sept. 9-1923

DETAIL At Ocean City N.J. O.S.

To the SECRETARY OF LABOR,

Washington, D. C.

~~Left~~ Beleive that the strike of the
~~Arrived~~ Brick & Clay workers at the
~~Am stopping at~~ Sayre-Fisher Co. Sayreville
~~Will leave~~ has reached that stage that
~~For~~ both sides, are ready to accept
~~Will report address upon arrival at.~~ mediation, if
you think it advisable, will make
another Effort
to adjust
this week

L. R. Thomas

COMMISSIONER OF CONCILIATION.

NOTE.—*This report should be made out each day,* and mailed to the Department immediately upon arrival at destination. Preliminary reports to be forwarded within one week after negotiations have been opened.

14—887

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DIVISION OF CONCILIATION

170/2046

Personal

Hotel Aberdeen
July 31/23

Hon. W. L. Kerwin,
Director of Conciliation

Dear Mr. Kerwin:- In conversation with Hugh Frayne last night he seemed to think there is a possibility of reaching a settlement in a Brick makers strike that began two months or so ago out near or at Sayreville N.J. This has been a rather complicated situation and I believe you have had one of our Commissioners assigned to this very case. I thought best to let you know the above in order that you may have the benefit of the information.

I have recently gotten in touch with a dead locked situation out at Elizabeth N.J. about 60 Boiler makers on strike against the Bartlett & Hayward Co. of Balto Md., who began the construction and erection of a Gas Holder for the Elizabeth Gas Works, the Boiler makers are demanding that

(2,)

the Bartlett & Hayward Co pay the scale namely $9.00 per day for Helpers & $10.00 per day for Boiler-Makers. The Co prior to the strike paid $7.00 & $8.00 respectively and claim that this is their prevailing wage throughout the Country. I ran into this situation in search of information on my recent assignment to Boiler-makers strike at the Bay-way Refinery of the Standard Oil Co, at Elizabeth N.J.

I called at the Office of the Richmond Light and R-way Co. at Staten Island yesterday & find matters still running smoothly there.

Yours truly

Homer J. Brown

DIVISION OF CONCILIATION

OFFICE OF THE SECRETARY
WASHINGTON

Ocean City N.J.
June 22/23

170/2046

H. L. Kerwin
Director of Conciliation

My Dear Mr. Kerwin

In the matter of the Strike of Brick Makers & Clay Workers at Sayreville N.J. it may appear on the face of it, that there was not sufficient effort put into it to effect a settlement, but as a matter of fact there is rather a delicate situation existing there, the striking workmen are mostly foreigners, and many can not speak English, and are not experienced in the workings and rules of the American Labor Unions, and are suspicious and distrustful of any one outside of their ranks, and are inclined to regard any one representing either the State or Federal Departments, as being agents of the employers.

The Sayre-Fisher Co. with whom they are at variance have at my request conceded much towards the demands and which I am satisfied, would have finally been accepted by the men, had not the company, blundered in my estimation, by applying to the Courts for a restraining order, and having been granted a temporary infunction, which the strikers regard as an attempt to coerce them back to work, and were so incensed, that at a meeting held that night they unaniminously voted to stand

for their orignal demands, which was for 20% advance and a closed shop agreement.

I felt that to further urge acceptance of the Companys terms, would only predgudice my standing with them and arrouse the suspicion that I was in the employ of the Company. on the other hand, I did not want to antagonize the Company, and convey the impression that I was favoring the strikers, so I decided it would be better to withdraw for a time, and arranged with Vice Pres. Nystrom to keep me informed, and to notify me, when the time was opportune to renew negotiations.

A factor in the attitude of the men, was the fact that all that so desired. secured employment elsewhere and none were in needy circumstances.

I did not, at any time make any suggestions or propositions that would detract in any way from the dignity of the Department of Labor, or to convey the impression that the Dept. was actuated by any motive, other than the common good.

Respectfully Yours

L. R. Thomas

5-42

DEPARTMENT OF LABOR
OFFICE OF THE CHIEF CLERK

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DIVISION OF CONCILIATION

New Brunswick N.J
June 17-1923

12/2046

H. L. Kerwin
Director of Conciliation

My Dear Mr. Kerwin

In the matter of the Brick and Clay workers Strike at Sayreville. I had succeeded in prevailing upon the Officers of the union to waive their demand for the Strictly union Shop. and received over the telephone at Newark a message from V.P. Conrad Nystrom to that Effect, and requesting me to meet him at Sayreville to day and arrange the details. In the meantime however the company had secured a restraining order. or injunction, that so incensed the Strikers that at a mass meeting held last night they by a unanimous vote. decided to continue the strike, without compromise, to the End.

The Company claim to have secured about 25 Colored men, to open up a portion of the Plant that had been Closed down previous

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DIVISION OF CONCILIATION

to the strike, on account of the shortage of labor and the injunction was to protect these employees from interference on the part of the strikers.

It is expected by the Company that the Colored workers will report for work on Monday, though it is claimed by the strikers, that the Colored men had been prevailed upon not to accept the jobs and would not be on hand at the time expected.

I do not anticipate any interference by the strikers, the strike has been exceptionally orderly due to the fact that most of them have secured employment in the country, and the organizers have maintained good discipline.

I am enclosing a clipping from a local paper which explains the situation. I feel that there is nothing that I can do further for the present and will return to O.S. tomorrow. Have arranged with the Official in Charge to wire me, if circumstances should warrant, and it would appear that there was a possibility of settlement.

Very Truly Yours
L. R. Thomas

Picketing Prohibited

The strikers have been picketing the plant since the outbreak of the strike. The situation grew so bad that on Friday Attorney Warren R. Schenck, on behalf of the Company, made application to Vice Chancellor Macom G. Buchanan, at Trenton, for an injunction to prevent the picketing of the company's plant in an unlawful manner, and to stop the molestation and intimidation of their workmen.

Vice Chancellor Buchanan granted a sweeping order prohibiting all unlawful threats and improper picketing. Process Server William Hannah was in the borough yesterday serving the order on the strikers which had a tendency to arouse them to a high pitch of excitement.

A great number of affidavits were submitted by Mr. Schenck to show that the company's workmen had been threatened and in different ways molested so that numbers have been kept from work by fright and fear of bodily injury.

A number of the strikers have secured employment at other plants in the county since the declaration of the strike but they were seen mingling with the other strikers last evening which was significant. What course the strikers will pursue in resisting the opening of the plant remains to be seen as the strike to date has been conducted in an orderly manner.

May Swear in Deputies

"A delegation of borough officials and representatives of the Sayre and Fisher Company waited on me this morning in regard to the deputizing of men to protect the men to be imported by the company but no formal action has been taken as yet," said Sheriff Elmer Wyckoff last night. "The matter was talked over in a general way and in the event of trouble, men will be deputized as deputy sheriffs to protect the property of the Sayre and Fisher Company and the lives of the men employed at the plant."

It has been intimated in and about Sayreville that twenty-five deputies will be sworn in before the plant opens on Monday morning and that every protection would be afforded the laborers who are brought to the borough. It was also stated that the new laborers would be taken to the borough last night and quartered by the Sayre and Fisher Company.

Mayor Edward Clark declared last night that the strike has been carried on in a very orderly manner so far and no violence has been resorted to by the strikers. "The borough officials expect no trouble on Monday morning when the plant is re-opened," said Mayor Clark. "It is believed the borough police force will be able to handle the situation and we do not expect that there will be any need for deputy sheriffs or any outside police officials."

There has been no demand upon the Prosecutor's office for assistance but it was learned tonight that Chief Detectives Ferd A. David, Detectives William Fitzpatrick and Charles Collins of the Prosecutor's office will be on hand at 6 o'clock Monday morning to see that law and order is enforced.

The strikers have been in a turbulent mind for the past few days when it leaked out that the plant was to be re-opened and their demands were not to be met. The home of one man who refused to join the strike was bombarded Friday evening but other than the breaking of windows, no damage was done to the property.

Sunday Times - New Brunswick
Sunday June 17-1923

46

A NEWSPAPER FOR CIVIC PRIDE, THE HOME AND A GREATER NEW BRUNSWICK.

The

ESTABLISHED 1792. Fair Today and Monday— Warmer.

INJUNCTION ISSUED AGAINST STRIKERS AT SAYRE AND FISHER BRICK PLANT

EFFORT WILL BE MADE TO REOPEN PLANT ON MONDAY

Borough Officials and Company's Representatives Confer With Sheriff Wyckoff as to Swearing in Deputies if Needed.

After being closed down for a period of six weeks, the Sayre and Fisher Company, brick manufacturers at Sayreville will make an effort on Monday morning to reopen its plant with the employment of labor from other States. The plant has been closed down because of a strike among the employes who have made a demand upon their employers for a twenty per cent. increase in wages and the unionization of the plant.

The employes have modified their demand since the walkout by requesting an increase in wages of fifteen per cent. and recogniztion of the union. The company stands ready to grant the increase but is firmly against unionizing the plant and the men have refused to return to work.

It was said last night that the imported laborers would not take the places of the strikers but would operate one section of the plant which was idle before the outbreak of the strike. The strikers met last night to form plans for the future and it was intimated that the strikers would resist any importation of the foreign laborers who they classified as "strike breakers."

RECREATED
REFURNISHED AND
RENEWED THROUGHOUT

200 ROOMS 100 BATHS
RESTAURANTS
THAT PLEASE

46

The Berwick Hotel

"A HOTEL THAT IS A HOME"

ON BROAD STREET
Newark, New Jersey.
JAMES A. LEVIE, MGR.

1/10
2046

June 16/23

H. L. Kerwin
Director of Conciliation

My Dear Mr. Kerwin

I have just received a long distance phone call from Sayreville by Conrad Nystrom V.P. of the Brick and Clay Workers Int. Union requesting me to meet him at Sayreville tomorrow (Sunday) as there are some new developements that may that may lead to a settlement of the strike there.

I will leave here for Sayreville tomorrow, - Enclosed are reports on Linoleum Case. So worded that Dept. can claim credit is desired file

Yours

L. R. Thomas

173
20.46

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DIVISION OF CONCILIATION

027 - Asbury Ave.
Ocean City N.J.
June 11th 1923

H. L. Kerwin
Director of Conciliation

My Dear Mr. Kerwin

I am Enclosing herewith a letter, just received from Conrad Nystrom Vice Pres. A.B. & C Clay Workers. Who is conducting the Strike at Sayreville.

The letter is self Explanatory, and Shows what is the attitude of the men, and their insistence for a Closed Shop, and the Company is as determined to Operate on the Open Shop basis.

Personally, I am of the opinion that it would be wise on the part of the Striking Employees to accept the Companys terms, inasmuch, as it does not - antagonize their union, and grants an increase of wages, and the collective bargaining principle.

I will go to Sayreville later this week, after Mr. Hilfers has had his Conference with the Company, and may find them more disposed to make concessions

Very Truly Yours
L. R. Thomas

file

FRANK KASTEN, GEN. PRESIDENT
FRANK BUTTERWORTH, ASSOC. PRES. AND CHAIRMAN OF EXECUTIVE BOARD
WM. TRACY, SEC'Y & TREAS.

LABEL

United Brick and Clay Workers OF AMERICA

AFFL. WITH A. F. OF L.
166 WEST WASHINGTON STREET
SUITE 700
TELEPHONE FRANKLIN 2718

ORGANIZED MAY 18TH 1894

REORGANIZED JANUARY 1ST 1915

Sayreville, N. J. ~~CHICAGO, ILL.~~ June 9, 1923

Mr. L. R. Thomas,
Ocean City, N. J.
Dear Sir:

Yours of the 8th received, and contents noted. There is no change in the situation at the Sayre-Fisher Company, except that our pickets report less scabs there now than a few days ago, and the entire situation looks very favorable to us.

As you perhaps know, the Company is now offering the wage scale which we demanded, but of course without any Union agreement. To date, only five of our members, most of them old, worn out fellows, have responded to this appeal. All our members are now working, and there is little danger of any considerable number of them going back to Fishers yards. In regard to that proposition which I discussed with you, I am afraid there is nothing doing, as the entire committee, and the membership in general are opposed to it. You see, at the present time and under existing conditions, only the company

THIS IS UNION MADE PAPER

FRANK KASTEN, GEN. PRESIDENT
FRANK BUTTERWORTH, ASSOC. PRES. AND CHAIRMAN OF EXECUTIVE BOARD
WM. TRACY, SEC'Y & TREAS.

LABEL

United Brick and Clay Workers
OF AMERICA
AFFL. WITH A. F. OF L.
166 WEST WASHINGTON STREET
SUITE 700
TELEPHONE FRANKLIN 2718
ORGANIZED MAY 18TH 1894
REORGANIZED JANUARY 1ST 1915
CHICAGO, ILL.,

would stand to gain by that proposition.
Our Union will never be satisfied or successful under any open shop conditions, and if we accepted any such temporary conditions, it would only be with the idea of waiting for a more favorable time to ask for the Union shop. Unless I am mistaken, we shall never have a more favorable opportunity and conditions to press our demands for the Union shop, than we have right now. If we cannot do it now, we never will be able to. It seems to me to be a case of "now or never". Hilfers has arranged to meet the company next Monday, and we will wait until then before taking any further definite action. At the present time the strike is in excellent condition, for us.
You may rest assured that at any time I think that you can be of service here, I shall notify you at once.

Sincerely yours,
Conrad H. Nystrom
Hotel Grand, South River, N. J.

THIS IS UNION MADE PAPER

CON. NO. 1
DAILY REPORT

FILE NO.

U. S. DEPARTMENT OF LABOR

OFFICE OF THE SECRETARY
DIVISION OF CONCILIATION

170
2046

DATE, June 6th 1923

DETAIL Strike - Brick & Clay workers
Sayre-Fisher Co.
Sayreville N.J.

To the SECRETARY OF LABOR,
Washington, D. C.

Left New Brunswick 4 30 PM.

Arrived Philadelphia 6 30 PM.

Am stopping at Wynnedale Rd. Narberth Pa

Will leave Narberth. June 7th 9 am

For Ocean City N.J. - Official Station -

Will report address upon arrival at Ocean City address
627 Asbury Ave.

L. R. Thomas
COMMISSIONER OF CONCILIATION.

NOTE.—*This report should be made out each day,* and mailed to the Department immediately upon arrival at destination. Preliminary reports to be forwarded within one week after negotiations have been opened.

14—887

- Over -

Director of Conciliation

In Conference this morning with Organizer Hiffers of the A F of L. and Conrad Nystrom 5th Vice President of the Clay Workers Int. Union. a new proposition to the Brick Manufacturer was agreed upon, to the effect that the formal agreement for a closed Shop be waived for the period of Six months and if at the end of that period. it can be shown that 90 per cent of Employees are organized then a closed shop - agreement be made, as this proposition must be ratified by the Local Union and no meeting will be held before Monday June 11th I decided to return to O.S. and. the contending parties have agreed to notify me, of anything arising in the meantime, wherein I could be helpfull. both the Union and Company Express appreciation of the Departments Efforts to adjust

I will return next week. unless you direct otherwise

L. R. Thomas

CON. NO. 1
DAILY REPORT

FILE NO.

U. S. DEPARTMENT OF LABOR

OFFICE OF THE SECRETARY

DIVISION OF CONCILIATION

DATE, June 5-1923

DETAIL Strike-Brick & Clay workers.
Sayre-Fisher Co.
Sayreville N.J.

To the SECRETARY OF LABOR,
Washington, D. C.

~~Left~~ Held conferences to day, with the
~~Arrived~~ Officials of the Sayre-Fisher Co.

Am stopping at Hotel Klein-New Brunswick

~~Will leave~~ May leave New Brunswick

For Official Station tomorrow. Contingent

~~Will report address upon arrival at~~ upon result of
a conference with Organizer Hilfers
and V.P. Nystrom
of the Brick and
Clay Workers Union

L. R. Thomas
COMMISSIONER OF CONCILIATION.

NOTE.—*This report should be made out each day,* and mailed to the Department immediately upon arrival at destination. Preliminary reports to be forwarded within one week after negotiations have been opened.

14—837

-Over-

Director of Conciliation

Had conference of four hours duration with the President and the Gen Manager of the Sayre-Fisher Brick Co. Messrs E.W. Fisher and Douglas Fisher, they conceded Everything suggested, but the recognition of the union as demanded by the men. The company is willing that all their Employees should join the union, but refuse to coerce any one to join. Will accept the collective bargaining principle, through committee of Employees, will not discriminate against union men. Will grant a ten per cent increase of wages and a still further increase of ten per cent for a like increase in production, The striking union men are insistent that the Company agree to the closed shop, and that is the point in which they are deadlocked. Will confer tomorrow with A.F. of L. representative Hilfers and Conrad Nystrom of the Int C.W. as to further propositions

CON. NO. 1
DAILY REPORT

FILE NO.

U. S. DEPARTMENT OF LABOR

OFFICE OF THE SECRETARY

DIVISION OF CONCILIATION

DATE, June 4-1923

DETAIL Strike - Brick & Clay Workers
Sayre & Fisher Co.
Sayreville N.J.

To the SECRETARY OF LABOR,
Washington, D. C.

Left Philadelphia 8 AM.

Arrived New Brunswick 945 AM

Am stopping at Hotel Klein.

~~Will leave~~ Conferred with Committee

~~For~~ of Brick & Clay Workers Union

~~Will report address upon arrival at~~ this afternoon

Union still insisting on closed

Shop agreement. L. R. Thomas

COMMISSIONER OF CONCILIATION.

NOTE.—*This report should be made out each day,* and mailed to the Department immediately upon arrival at destination. Preliminary reports to be forwarded within one week after negotiations have been opened.

14—887

- Over -

Director of Conciliation.

Was unable to meet the officials of the Sayre-Fischer Brick Co. this afternoon. Owing to their absence in New York, Expect to meet them tomorrow.

The only hope of a settlement is by the Company signing a closed shop agreement, the Clay Workers Union is insistent on that point. The Company has conceded about Everything but that, I am still hopefull of prevailing upon them to concede that also.

Yours Truly

L. R. Thomas

1-70
2044

CON. NO. 1
DAILY REPORT

FILE NO.

U. S. DEPARTMENT OF LABOR

OFFICE OF THE SECRETARY

DIVISION OF CONCILIATION

DATE, June 2-1923

DETAIL Strike-Brick & Clay Workers.
Sayre & Fisher-Co
Sayreville N.J.

To the SECRETARY OF LABOR,

Washington, D. C.

~~Left~~ Conference Monday with Sayre-
~~Arrived~~ Fisher Co, and in evening with
~~Am stopping at~~ Brick & Clay Workers Union

Will leave Philadelphia

For New Brunswick 8 am Monday

~~Will report address upon arrival at~~ New Brunswick

address Hotel Klein

L. R. Thomas
COMMISSIONER OF CONCILIATION.

NOTE.—*This report should be made out each day,* and mailed to the Department immediately upon arrival at destination. Preliminary reports to be forwarded within one week after negotiations have been opened.

14—887

- Over -

Director of Conciliation

Information received from the Brickworkers of Sayreville to the Effect that the Settlement of the Bricklayers Strike in New York will have an influence on the Situation in Sayreville.

Will present to the Sayre-Fisher Co. another proposition for a Settlement at the Conference on Monday.

L. R. Thomas

file

THE

BRICK FAMINE PUTS BRAKE ON BUILDING

Hudson Yards Closed by Strikes and Lack of Coal Cleared of 1922 Output.

HOLLAND IMPORTS FAIL

New Supply From Up-State Will Not Arrive for Two Weeks—Brooklyn Bins Depleted.

Labor troubles in the brickyards, the present building boom and last year's shortage of coal in brick making plants have combined to bring about an unprecedented situation in the brick markets. With builders clamoring for material, the last of the 1922 brick supply, enough for three medium-sized buildings, was docked yesterday.

The brick of 1923 manufacture will not be on the market for a week or two and a critical situation will prevail until the new supply appears, according to builders and material dealers.

The eight barge loads, containing approximately 3,000,000 brick, is sufficient to give 4,000 bricklayers one day's work. Dealers' bins have been combed clean, especially in Brooklyn and Queens, and there is a possibility that work on many new buildings in the outlying sections may come to a halt in a day or two when the brick now on the jobs are laid.

Halting of operations would not only throw bricklayers out of work but other dependent mechanics as well. An attempt is being made to meet the situation by the importation of brick from Holland. Three companies were formed recently for this purpose and while several million brick have been brought from the Dutch market it has not been enough to meet the present shortage.

Holds Weather Responsible.

Graham Murtha of Murtha & Schmohl, dealers in building materials, declared that the brick manufacturing season this year had been a week or two late because of bad weather. He said the present situation was unprecedented and confirmed Mr. Barnes's statement that the old supply practically has been exhausted.

"The coal shortage last year and the labor shortage as well had a good deal to do with the fact that the brick manufacturers did not lay up as large a supply for this year as they might have done," said Mr. Murtha. "Last year not one of the brick yards made its full complement. At present a great many building material yards have no brick at all. This is especially true in Brooklyn. We are able to fill our contracts, but we have no extra supply."

The policy of the money lending institutions in curtailing loans on speculative building has had a reaction on the brick market and on the material manufacturing market in general, according to Allen E. Beals of the Dow Service.

Brick manufacturers, planning to turn out an unusually large supply, have begun to waver and wonder whether the strong building market forecast for this Summer will collapse and bring a cancellation of many contemplated projects. The failure of the expected strong market for brick to materialize has given the manufacturers considerable thought and they are beginning to wonder whether it will be feasible to make as large a supply as they had originally planned.

Need Eighty Barge Loads.

"There is not more than two weeks' market reserve of materials in the dealers' hands at any time," said Mr. Beals yesterday. "At present, with the wholesale brick market lacking a supply, there is less than ten days' supply of basic materials on hand.

"As to Holland brick it would have to be imported in steamer loads to relieve the scarcity. The foreign brick is now arriving in small lots as ballast. It would require 400,000,000 brick to make a dent in the New York market. Right now there would be need of eighty barge loads from up the river to make an impression, but the scarcity will last until the 1923 brick comes down in two weeks."

Reports of the shortage were confirmed yesterday by Christian G. Norman, Chairman of the Board of Governors of the Building Trades Employers' Association. Mr. Norman admitted that the survey made by the Mason Builders' Association practically tallied with the figures obtained by independent investigators.

Clerks are now checking up the survey made by the Mason Builders' Association and they will be made public in a day or two.

2,000,000 Imported Weekly.

It is said that it would require 400,000,000 brick to make a dent in the local market. About 2,000,000 Holland brick have been coming in weekly for some months. Some of this brick is being used in the Metropolitan Life Insurance Company's housing operation in Queens. It is used as facing for piers and on the outside to give a rustic effect to the front of the building. However, difficulty in loading and unloading and breakage tend to discourage the importation of this brick. In the New York market the Holland brick brings about $23 or $24 a thousand.

"We could sell lots more brick if we had it," said William H. Barnes of Barnes, McNamara and Morissey, brick manufacturers' agents, yesterday. "There is a greater demand for brick than last year and last year there was a brick shortage.

"Last year approximately 1,800 barges of brick came down the Hudson. Figuring about 400,000 brick to the barge, that would make about 720,000,000. From New Jersey and other nearby places additional brick came into this market, making an approximate total of 900,000,000 brick.

"I should think that to keep up with the demand at the present time there ought to be about 1,000,000,000 brick coming to the New York market this season.

"But these eight barge load of brick are about the last of the old supply coming down the Hudson. Brick making begins in the Spring and continues until November. Generally there is enough from the previous year on hand during the Spring and early Summer to satisfy the market.

"Labor troubles at the Sayre-Fisher Company's plant in Sayreville, N. J., and at the Washburn Brothers' plant at Glasco, N. Y., have helped to restrict the supply. In a week, however, we expect to have plenty of brick to supply the market."

2

H. L. Kerwin
Director of Conciliation

Klein Hotel
New Brunswick N.J.
May 25-1923

170/2046

My Dear Mr. Kerwin

As there is nothing further that can be done here until the meeting of the Brick workers union on Monday Eve. and I have conferred with all parties to the controversy I will go to Philadelphia tomorrow and spend the week end with my family, returning here Monday I am under the impression that a settlement could be quickly made, if the strikers would waive their demand for a preferential union shop agreement which is the stumbling block in the way.

The Int. Officer of the Brick and Clay Workers Union is insistent on that point, and the company are as stubborn in their opposition. However the meeting on Monday may put a new phase on the matter.

Your Commissioner has been accorded every courtesy by both the Company and Strikers, and both express appreciation of the Departments Efforts to adjust the difficulty

Very Truly Yours
L. R. Thomas
Com'r of Conciliation

file

Dom. No. [redacted]

Division of Conciliation. [redacted]

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

File No. 120/2046

PRELIMINARY REPORT OF COMMISSIONER OF CONCILIATION.

RE Sayre Fisher Brick Co vs Employees May 23, 1923
Sayreville N. J.

Mediation requested by ?

Commissioner L. R. Thomas

Date of assignment May 21, 1923

To the Honorable, the Secretary of Labor:

For your information I have the honor herewith to submit a preliminary report of my efforts as Commissioner of Conciliation

in the { ~~trade dispute~~ ~~impending strike~~ strike } affecting { The Sayre-Fisher Brick Manufacturers and all Employees.

Questions involved: 15 Per Cent increase of wages, recognition of Union. Closed Shop Conditions, and annual agreements

Number of employees directly affected 700

Number of employees indirectly affected about 150 Skilled mechanics

Status of negotiations prior to arrival Committee of Employees had held Several Conferences prior to Strike, which occurred May 16/23

Conferences held at Office of Company Sayreville N.J. with

Henry F Hilfers	representing	A. F. of L.	(Date.)
Committee	representing	Clay Workers Union	prior to May 16/23 (Date.)
Conrad Nystrom V.P.	representing	Int. Clay Workers	(Date.)
Douglas Fisher Pres	representing	Sayre-Fisher Company	(Date.)
L. R. Thomas	representing	Dept. of Labor	May 23-1923 (Date.)
Douglas Fisher Pres	representing	Sayre Fisher Co.	(Date.)
	representing		(Date.)

Remarks: Found the Manager Mr D. Fisher willing to meet with representatives of the Union, or Committee of Employees at any time, and willing to make Concessions within reason Have been unable to find any responsible head or leader with whom to deal, most of the striking workmen are Polish and unable to speak English.

5-42

L. R. Thomas
Commissioner of Conciliation.

Hotel Klein-New Brunswick N.J.
(Address.)

14—763

Director of Conciliation. 5-42

Upon arrival at New Brunswick found that the Sayre-Fisher Brick Co. plant was located at Sayreville about ten miles from New Brunswick and can be reached by Inter-Urban Trolley line only. However I proceeded to Sayreville, and got in touch with Mr. Jos Lonske - Interpreter for the Clay Workers Union and learned from him that 75 per cent of the striking men had secured work Elsewhere, and that the balance were not concerned as too the outcome of the strike. The grievance is for an increase of 15% and recognition of the union. The workmen are all Poles, and few speak English. The Company are unable to secure men to fill their places. Will see the Officials of the Company to morrow and will meet the Strikers Committee to morrow eve.

L. R. Thomas

file

NANCIAL.

BRICK YARD TIE-UP RECALLS PARK DAYS

Labor Leader's Effort Resulting in 1904 Stoppage of Building Renewed.

SAYREVILLE THE FRONTIER

Chicago Agitators Promise to Halt Work Along Hudson as Largest Plant Closes.

If common brick is the life blood of building, the New York construction industry is being strangled, says the current Dow Service Daily Building Reports.

At a time when the supply of this most basic of all building commodities is at its lowest stage of supply and demand is at its highest flood, Chicago labor agitators forced the shutdown of New Jersey's largest plant supplying New York and vicinity, and closed the biggest single establishment in the Hudson River brick manufacturing district, the main source of brick supply for this city. Promises were made at the same time that all the Hudson River plants would follow suit.

As at Sayreville, where the Sayre & Fisher Company's plant is located, no issue was made of wages, hours or conditions of labor at the Washburn Company's plant at Glasco. The point of contention is the demand upon the part of the labor leaders that all brick plants supplying the New York market be unionized forthwith.

The demands followed voluntary wage increases to brick yard workers by the Sayre & Fisher Company amounting to 10 per cent. of their former wage in March. Similar increases have been made by brick manufacturers to their employes. Labor's demand is that all brick-manufacturing plants on the Hudson and Raritan Rivers supplying New York with brick shall henceforth be on a closed-shop basis.

Twice before have such demands been made and twice has building construction come to a complete stop, with the exception in 1904, when, upon urgent representations from committees of citizens, building materials were delivered so that work could proceed on schools, hospitals and emergency projects. But as far as general building was concerned, in both instances not a wheel turned or a steel beam or brick, a piece of timber or pound of cement was laid for considerably over a month, until labor retired from its dictum.

The last attempt, in 1904, was made by Samuel Parks, a labor leader who ended his days in prison, a preceptor of the more recent Robert P. Brindell. His demand included the unionizing of all the Hudson River brick plants, as well as the establishment of the closed shop principle in the building material dealers' yards in New York. In that way only, he contended, could labor retain full control of all building construction in New York.

He would thereby have a whip hand over the contractors by exercising control over the supply of basic building materials to the job. As well, he figured, he could control the volume of building construction months ahead of demand, by manipulating output of building material supply by merely calling strikes, for one reason or another, to thus hamper output.

The brick manufacturers of the Hudson River and the building material dealers of New York were permitted in those days to organize to protect themselves against influences of that kind. There is no such organization permitted today and when the building material yard laborers demanded $3 more a day last week they got it. When the brick barge captains demanded an increase and the brick handlers wanted a chance to earn $25 a day they got it from the manufacturers. Their easy success encourages the demand for the long sought for unionization of the brick yards of the Hudson and Raritan with the rich power such an achievement would place in the hands of an organization of workers of the New York building construction industry.

At the end of April $349,872,000 worth of work was actually under way in the New York metropolitan district. It had taxed brick supply to the practical point of exhaustion pending the gap, two weeks in extent, between the actual draining of old brick supply and the arrival of the first of the 1923 manufacture. Following a protracted strike there would be no immediate reserve supply. Brick manufacture stops in October. A two months' fight in an under-supplied labor market would so greatly curtail brick supply as to make next year's prices far beyond present levels.

The brick manufacturer and the building material dealer, the financier and the building contractor were lining up with their backs to the wall at the latter end of the week with the Sayreville and Hudson River brick manufacturers and the New York building material dealers prepared to meet this greatest of post-war building industrial emergency with emergency measures.

Conciliation May 21, 1923.

L. R. Thomas,
Six Twenty-seven Asbury Avenue,
Ocean City, New Jersey

Strike seven hundred employes Savre and Fisher Company, brick makers, New Brunswick, New Jersey, demanding fifteen per cent increase and eight hour day. Employes members United Clay Workers of America. Douglas Fisher president of company. Please take up case.

5=42

KERWIN
- - - - - - - - - - - - - - - -
Attest:

C/b Sal & Exp Commrs Conciliation 1923. Director of Conciliation.

DEPARTMENT OF LABOR
OFFICE OF THE CHIEF CLERK

SUBJECT: BRICKLAYERS, RICHMOND, VA.

NO. 170/1398

14—198

8

By SCREENED MRS, Date 9/24/57

132 S. Third St.,
Philadelphia, Pa.

May 20, 1921.

Director of Conciliation,
Department of Labor,
Washington, D.C.

Sir:

Referring to preliminary report under date of the 23rd ultimo, in the matter of the strike or lockout of the Journeymen Bricklayers at Richmond, Virginia, it gives me pleasure to report that, under date of the 16th instant, Mr. John Hirschberg, Commissioner of Labor, advised me that the matter has been adjusted satisfactorily to all concerned.

The basis of settlement is as follows:-- $1.00 per hour and a closed shop. All contractors signed up with the exception of two and these have decided, as soon as they have finished the work under contract, they will sublet all of their work in the future.

Mr. Hirschberg was kind enough to express his appreciation of the efforts put forth by the Division of Conciliation in connection with this matter.

Respectfully,

Geo. J. Hodges

Commissioner of Conciliation.

JJSR.EL.

noted OK JSR

170-1398
4-22

TELEGRAM

150/1348

PO.....19 Q 17 Govt.

BS...Richmond, Va. Apr23, 1921.

Director Conciliation,

Labor, Washington, D.C.

No adjustment yet but situation not hopeless. Leave three twenty-for Philadelphia. Will report at Department Monday.

Rodgers.

2pm

File

K

PRELIMINARY REPORT OF COMMISSIONER OF CONCILIATION.

April 23rd, 1921

RE Strike (or lockout) of Journeymen Bricklayers at Richmond, Va.

Mediation requested by John Hirschberg, State Commissioner of Labor, Richmond, Va.

Commissioner John J.S. Rodgers

Date of assignment April 14th, 1921

8

To the HONORABLE, THE SECRETARY OF LABOR:

For your information I have the honor herewith to submit a preliminary report of my efforts as Commissioner of Conciliation

in the strike or lockout affecting 240 Journeymen Bricklayers

Questions involved: Reduction of wages and change from closed shop to open shop policy.

Number of employees directly affected 240

Number of employees indirectly affected 240

Status of negotiations prior to arrival Working conditions discontinued upon notice of reductions of wages and declaration of open shop policy; by Brick Contractors' Association effective Feb. 18, 1921.

Conferences held at Office of State Commissioner of Labor in State Capitol, Richmond, Va., John Hirschberg, Commissioner and Committee of Journeymen Bricklayers April 18, 1921, and daily thereafter until and including April 23, 1921. At same place with same parties (Date.) at Murphy's Hotel nightly, same period with one or more of Committee of Bricklayers. (Date.) At office of Mr. H.P. Beck, former Building Inspector, (Date.) with Mr. Beck on April 19, 1921. At City Hall (Date.) with Mr. Butler, Building Inspector, April 19, 1921. At (Date.) office Central Trade Council, Richmond, Va. representing with Mr. Wilcox, (Date.) April 21, 1921. At Builders Exchange, Franklin St. (Date.) W. of 9th St. with Brick Contractors Association representing (10 of the 14 members present) April 21, 1921. (Date.)

Remarks: This controversy covered reduction in wages when the Association having asked the men to accept a reduction from $10 to $8 per day. This was refused by the men who offered to arbitrate the matter, whereupon the Association served notice on the Journey Bricklayers that effective February 18th, they would pay a rate of $.87½ per hour, $7.00 per day, and furthermore, decided upon an open shop policy. At the conference with the Brick Contractors' Association, the members admitted to me that they would not have decided on the open shop operation if the men had accepted the reduction from $10 to $8 above mentioned, and they would have continued the closed shop arrangement which has been in force for some twenty odd years.

The position of the men is that if they would return to work on the above shop plan, they

Notes pt 8

Jno. J. S. Rodgers
Commissioner of Conciliation.

132 S. Third Street, Phila.
(Address.)

14—763

170-1398

April 23rd, 1921

RE Strike (or lockout) of Journeymen Bricklayers at Richmond, Va.

8

Mediation requested by John Hirschberg, State Commissioner of Labor, Richmond, Va.

Commissioner John J.S. Rodgers

Date of assignment April 14th, 1921

To the HONORABLE, THE SECRETARY OF LABOR:

For your information I have the honor herewith to submit a preliminary report of my efforts as Commissioner of Conciliation

in the strike or lockout affecting 240 Journeymen Bricklayers

Questions involved: Reduction of wages and change from closed shop to open shop policy.

Number of employees directly affected 240

Number of employees indirectly affected 240

Status of negotiations prior to arrival Working conditions discontinued upon notice of reductions of wages and declaration of open shop policy; by Brick Contractors' Association effective Feb. 18, 1921.

Conferences held at Office of State Commissioner of Labor in State Capitol, Richmond, Va., John Hirschberg, Commissioner and Committee of Journeymen Bricklayers April 18, 1921, and daily thereafter until and including April 23, 1921. At same place with same parties at Murphy's Hotel nightly, same period with one or more of Committee of Bricklayers. (Date.) At office of Mr. A.P. Beck, former Building Inspector, with Mr. Beck on April 19, 1921. (Date.) At City Hall with Mr. Butler, Building Inspector, April 19, 1921. (Date.) At office Central Trade Council, Richmond, Va. representing with Mr. Wilcox, April 21, 1921. (Date.) At Builders Exchange, Franklin St. W. of 9th St. with Brick Contractors Association representing (10 of the 14 members present) April 21, 1921. (Date.)

Remarks: This controversy covered reduction in wages when the Association having asked the men to accept a reduction from $10 to $8 per day. This was refused by the men who offered to arbitrate the matter, whereupon the Association served notice on the Journey Bricklayers that effective February 18th, they would pay a rate of $.87½ per hour, $7.00 per day, and furthermore, decided upon an open shop policy. At the conference with the Brick Contractors' Association, the members admitted to me that they would not have decided on the open shop operation if the men had accepted the reduction from $10 to $8 above mentioned, and they would have continued the closed shop arrangement which has been in force for some twenty odd years.

Noted fyi

The position of the men is that if they would return to work on the above shop plan, they could not secure work in any other city in union shops, as they would be disqualified and regarded as outlaws. As the building operations in Richmond are seasonal and there is a slack period from September to March, it is necessary for the bricklayers to go elsewhere to secure work during this period, and they cannot, therefore, return to work under the conditions now suggested. Before the close of the conference, several of the members of the Association testified openly to the very excellent character and standing of their former employees and frankly said they would like to have them back in place of the negro bricklayers who have been brought in to Richmond to carry on their work; and it developed that both Association members and the Bricklayers, in some instances, belong to the same church, belong to the same socities, Masonic and other large organizations. I felt sure during the conference with the Association that both matters could be satisfactorily adjusted were it not for the attitude of several members who took the position that they could not and would not discharge the negro bricklayers who have been employed since this controversy started, and especially so, as a Committee of the bricklayers had very frankly admitted to me that they now felt they made a mistake in refusing to accept the reduction in wages when offered on Feb. 18th.

I left Richmond with the opinion that the settlment was far from hopeless, and that, after a little missionary work on the part of the bricklayers, and their friends, with the members of the Association, their differences would be harmonized. Mr. Hirschberg, State Commissioner of Labor will also lend all assistance in his power to enable them to adjust the matter and he is hopeful of good results.

Jno. J. S. Rodgers
Commissioner of Conciliation.

132 S. Third Street, Phila.
(Address.)

14—763

170-1398

April 14, 1921.

170/1398

INDEXED.

Mr. John J. S. Rodgers,
132 South Third Street,
Philadelphia, Pa.

My dear Mr. Rodgers:

The Department has received a communication from Mr. John Hirschberg, Commissioner of the Bureau of Labor and Industrial Statistics of the Commonwealth of Virginia, requesting the assignment of a Conciliator to assist in adjusting a strike of journeymen bricklayers which is interfering with building construction in the City of Richmond.

Please proceed at your earliest convenience to Richmond, confer with Mr. Hirschberg, and render all assistance possible in bringing about an adjustment of the strike.

Very truly yours,

EXACT COPY AS SIGNED BY E. L. KERWIN
MAILED BY

Director of Conciliation.

C/b

4-22

Mr. John Hirschberg, Commissioner
Bureau of Labor and Industrial Statistics,
Richmond, Virginia.

My dear Sir:

On behalf of Secretary Davis, permit me to acknowledge receipt of your letter of the 13th instant, in which you advise of a strike of journeymen bricklayers in Richmond, Virginia, which is handicapping building construction in that city.

I have noted your statement that the union has offered to arbitrate the differences existing between them and the contractors and your suggestion that a Commissioner of Conciliation might be of assistance in bringing about a satisfactory adjustment.

The Department is always glad to aid in the maintenance of peace in the industrial world and has directed Commissioner John J. S. Rodgers to proceed from Philadelphia and use his good offices in an effort to adjust the difficulties. Mr. Rodgers will arrive in Richmond on Monday the 18th and will immediately confer with you.

Very truly yours,

EXACT COPY AS SIGNED BY H. L. KERWIN

MAILED

c/b

Director of Conciliation.

Bureau of Labor and Industrial Statistics
JOHN HIRSCHBERG, COMMISSIONER
HOWARD T. COLVIN, ASS'T COMMISSIONER

RICHMOND April 13, 1921.

APR 14 '21
CHIEF CLERK
DEPT. OF LABOR.

Hon, James A. Davis, Secretary,
U. S. Department of Labor.
Washington, D. C.

Dear Sir:

For the past two months there has been a strike of the journeyman brick-layers of this City in protest against a reduction in the rate of pay, which went into effect on February 18th. I am advised that this dispute is to a considerable extent ~~and~~ handicapping building construction in this City and in consequence greatly inhances the number of unemployed.

In a recent statement given to the press representatives of the brick-layers union have offered to arbitrate the differences between the journeyman brick-layers and the contractors. There does not exist in this department a division of arbitration. I am therefore suggesting to you the advisability of sending to Richmond a Commissioner of Concilliation from your department in an effort to adjust this dispute. I believe that such a move would assist greatly in bringing about peace between these two factions.

Very truly yours,
John Hirschberg,
Commissioner

DEPARTMENT OF LABOR
OFFICE OF THE CHIEF CLERK
LONGSHOREMEN
MOBILE, ALA.
No. 170/2248

DIVISION OF CONCILIATION WASHINGTON

SCREENED
By KHW NARS, Date 8/20/84

Tremont Hotel
Galvaston, Texas, December 4, 1923.

92

Hon. H. L. Kerwin,
Director of Conciliation,
United States Department of Labor,
Washington, D. C.

Dear Mr. Director:

You will find inclosed herewith a letter, self-explanatory, which I received today from Mr. James J. Convy, member of longshoremen's joint strike committee at Mobile, Ala. This information comes to me through a request which I made when I last met in conference with the members of the joint strike committee, held on November 28, 1923.

170/2248

After you have read the inclosed letter, I shall appreciate it being made a part of my final report on the longshoremen's strike at Mobile, Gulfport, and Pensacola, which I forwarded to you under date of November 30, 1923.

Respectfully,
E. H. Gunnigan,
Commissioner of Conciliation.

(1 inclosure)

11-20

P. S.--I have this day forwarded a copy of the inclosed letter to Mr. George J. Santa Cruz, Director of Gulf District, United States Shipping Board, New Orleans, La.

file

INTERNATIONAL LONGSHOREMEN'S ... ASSOCIATION ...

I.L.A.

REG. U. S. PATENT OFFICE

Affiliated with AMERICAN FEDERATION OF LABOR
International Transportworkers Federation, Trades and Labor Congress of Canada

LOCAL No. 369.

President: Wm. E. Flinn
Address: #309. St. Emanuel st.

Secretary: Jas. J. Convy
Address: #958. Texas street.

City Mobile State Alabama.

Date December 2nd. 19 23.

Mr. E. H. Dunnigan

Galveston, Texas.

Dear sir:-

This is to inform you that Pres'd. Chlopek of the International Longshoremens' Association, advised the members of the Mobile Locals this morning at a joint meeting, that it was advisable to call the strike off.

The Presidents of the various local unions, immediately advised their membership that special meetings will be held at once to act on the advice of the International President; I will advise you just what the results of these meeting are and the attidute assumed by the employers within the next few days, if you will forward me your address.

Thanking you for past courtsies and with best wishes, I am.

Yours very truly,

James J Convy

New York Commercial

12/10/23

DUNNIGAN REPORT AWAITED AT MOBILE

Employers of Longshore Labor Are Eager to See What Conciliation Commissioner Writes About His Visit.

Commissioner Dunnigan of the Conciliation Service of the United States Department of Labor, having left Mobile on Nov. 30 after three weeks of so-called investigating of the labor situation at the Alabama port, the Marine Employers' Association of Mobile has eagerly awaited his final report to the department concerning his visit to the Gulf. Indeed, the employers are so deeply interested in what Mr. Dunnigan has written, or proposes to write, that they have urged H. L. Kerwin, Director of Conciliation of the Department of Labor, to furnish them a copy of the document. Mr. Dunnigan, being entirely unfamiliar with the character of labor employed on the docks at Mobile prior ot the recent longshore strike there, should be able to prepare an interesting report, particularly as he is not a stevedore, the employers facetiously suggest. A Representative in Congress will be asked by the employers to furnish them a copy of the report upon its being filed at Washington.

Responsibility for the appearance of Mr. Dunnigan at Mobile was suspiciously laid at the door of Vice Chairman O'Connor and Commissioner Frederick I. Thompson of the United States Shipping Board. Mr. Dunnigan, however, "assured" the employers that he went to Mobile merely to offer his services, as was usual in such cases. To satisfy themselves they were not on the wrong track, the employers telegraphed the Department of Labor for information as to the exact object of Mr. Dunnigan's visit. The department slowly but surely replied, stating that the Dunnigan assignment was made at the request of the Shipping Board and that the understanding of the Director of Conciliation, H. L. Kerwin, was that a Mr. Santa Cruz represented the Board in the Mobile situation. Mr. Kerwin's letter to Horace Turner, chairman of the Marine Employers' Association, reached the latter on Nov. 30, the day Mr. Dunnigan "folded his tent" and went back to Washington. On that date Mr. Turner decided to address the following communication to George J. Santa Cruz, District Director of the Shipping Board at New Orleans:

"Our association was given to understand that the Shipping Board had nothing whatever to do with the visit to Mobile of Mr. Dunnigan, Commissioner of Conciliation, Department of Labor. Mr. Dunnigan also assured us he came merely to offer his services, as was usual in such cases. Having declined the services of Mr. Dunnigan and having wired the Department of Labor, as well as the President asking his withdrawal from our otherwise peaceful situation, we were somewhat surprised at his continued presence in Mobile (still here after three weeks) until this morning when we received a letter from Mr. Kerwin, Director of Conciliation, dated Nov. 28, reading: "The Commissioner was assigned to this case on request of the Shipping Board." This makes the matter quite clear and adds that much to our already interesting record.

"We assume, under all the circumstances, that it is useless to further attempt to convince the Shipping Board that, as it now pays no more for stevedoring (per recent contract) and now suffers no detention to its ships, it has no direct interest in 'labor efficiency'—the object of investigation of Commissioner Dunnigan. We had hoped that our stevedores would be left entirely free to handle their own private business problems in their own way, for the good of the port, but presume that the report of Mr. Dunnigan (which will be submitted this week, according to Director Kerwin) will 'suggest' some reasons for interference to 'protect the interest of the Government' already fully protected by a stevedoring contract for next 12 months and the November record of no ship detention. Commissioner Dunnigan, entirely unfamiliar with character of labor employed prior to strike and therefore unable to make any comparison with present labor, should be able to prepare an interesting report upon longshore labor, particularly as he is not himself a stevedore. Our association will ask our Representative in Congress to secure a copy of this valuable Government document after it is filed, as we will need it to complete our record."

Being in a humor to pursue the case to the bitter end, Mr. Tumer also wrote on the same day to Conciliation Director Kerwin, as follows:

"We have your letter of Nov. 27, advising that Mr. Dunnigan was assigned to this case on request of the Shipping Board; further, that Mr. Dunnigan will submit his final report to the department this week.

"We would respectifully ask for a copy of this report filed by Mr. Dunnigan, as it directly affects the commerce of this port and we desire to make answer to any adverse criticism of the efficiency of our labor. If there is any Government regulation against furnishing an official document of this character, we can have the request come through our Representative in Congress, either directly or by resolution from the floor of Congress. Please advise.

"In as much as the Shipping Board now pays no more for stevedoring (being protected by contract for next 12 months) and now suffers no detention to its ships (as the November record shows) there can be no question over the efficiency or inefficiency of labor, so far as Government ships are concerned. In short, the interests of the Government are already protected fully, by stevedoring contract and present dispatch of ships. The owners of private'y operated ships, and the stevedores, are the ones to settle their own private affairs."

Explaining the presence of Mr. Dunnigan at Mobile, the Kerwin letter acknowledged by Mr. Turner in his foregoing brief, but snappy communication, reads:

"Your telegram of the 20th instant was received and referred to the Conciliation Service to which Mr. Dunnigan is attached. A synopsis of same was sent him as outlined in your telegram. Yesterday we received your letter of the 24th instant. Mr. Dunnigan will submit his final report to the department this week, preliminary reports having been submitted from time to time.

"The commissioner was assigned to this case on request of the Shipping Board, but his reports are directed to the Conciliation Service of the Department of Labor. Our understanding is that a Mr. Santa Cruz is representing the Board in the Mobile situation.

"We are communicating your information to Commissioner Dunnigan and hope it will reach him before he leaves on another assignment."

DEPARTMENT OF LABOR

178
226 f

merely brea
ging out a sign.
t the state has only tw
tors to check on about 8,000 c
s, the number increasing by 50
year.

STRIKE CALLED OFF.

Longshoremen Free to Return to Work in Mobile.

MOBILE, Ala., December 6.—The strike of the Gulf District International Longshoremen that began here two months ago was officially called off yesterday. The union men are free to return to the work if they can be placed. Several thousand negro union men were affected and less than 200 white men.

11-20

No. 203
Ed. 9-1-23—200,000

170/2267

Conciliation

December 6, 1923.

Horace Turner, Chairman Marine Employers Association,
Mobile, Alabama.

Commissioners report does not refer inefficiency any labor. Mr. Dunnigan on assignment Texas. Return here later month when glad give you synopsis report. Department does not publish report any trade dispute. There is no adverse criticism of any interests involved.

KERWIN

- - - - - - - - - - - - - - - - -

Attest:

Director of Conciliation.

C/b Sal & Exp Commrs Conciliation 1924.

HORACE TURNER,
Chairman

SPENCER TALLMADGE,
Vice-Chairman

RICHARD MURRAY,
Secretary

Marine Employers Association of the Port of Mobile

November 30th, 1923.

Mr. H. L. Kerwin,
Director of Conciliation,
Department of Labor,
Washington, D. C.

Dear Sir:-

We have your letter of November 27th, advising that Mr. Dunnigan was assigned to this case on request of the Shipping Board; further, that Mr. Dunnigan will submit his final report to the Department this week.

We would respectfully ask for for copy of this Report filed by Mr. Dunnigan, as it directly affects the commerce of this Port and we desire to make answer to any adverse criticism of the efficiency of our labor. If there is any Government regulation against furnishing an official document of this character, we can have the request come through our Representative in Congress, either directly, or by resolution from floor of Congress. Please advise.

Inasmuch as the Shipping Board now pays no more for stevedoring (being protected by contract for next 12 months) and now suffers no detention to its ships (as the November record shows) there can be no question over the efficiency or inefficiency of labor, so far as Government ships are concerned. In short, the interests of the Government are already protected fully, by stevedoring contract and present dispatch of ships. The owners of privately operated ships, and the stevedores, are the ones to settle their own private affairs.

Respectfully,

MARINE EMPLOYERS ASSOCIATION.

BY Horace Turner
HORACE TURNER, CHAIRMAN.

HT/RM.

Horace Tolmer Nile letter.

~~All is~~

Commissioners report does not refer inefficiency ~~of~~ any labor. ~~Any~~ Mr Dennyson on ~~other~~ assignment Texas. Return here latter month when glad give you synopsis report. Dept does not publish reports any trade dispute, ~~There will be no~~ There is no adverse criticism of ~~either employers~~ any interests involved.

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at Commercial Nat'l Bank Bldg., 14th & G Sts., N. W. Washington, D. C. ALWAYS OPEN

1923 DEC 5 AM 3 55

DA62 20 NL GOVT COLLECT

GALVESTON TEX 4

H L KERWIN 159

UNITEDSTATES DEPARTMENT OF LABOR WASHINGTON DC

LETTER RECEIVED TODAY FROM MOBILE LONGSHOREMEN REPRESENTATIVES SAYING CHLOPEK AT SUNDAY MEETING ADVISED STRIKE BE DECLARED OFF LETTER FOLLOWS

DUNNIGAN.

11-18

170
2248

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DIVISION OF CONCILIATION

Battle House,
Mobile, Alabama
November 30th, 1923

Hon. H. L. Kerwin,
Director of Conciliation,
United States Department of Labor,
Washington, D.C.

Dear Mr. Director:-

This, my third report, is the final report in the case of longshoremen's strike at Mobile, Ala., Gulfport, Miss. and Pensacola, Fla.

On the morning of November 24, 1923, I received your telegram of same date, wherein you advised me of your having received a telegram from the Mobile Marine Employers' Association, Mr. Turner, Chairman, alleging situation already stabilized and efforts of Department only results in disturbing conditions. You also stated the telegram was received two days ago and addressed to Commissioner of Labor, Washington, D.C., which occasioned some delay, and would I acknowledge receipt of telegram to Mr. Turner. While I would have very much liked, Mr. Director, to complied with your request, my best judgment dictated that things could not be helped any by my acknowledging to Mr. Turner the receipt of his telegram by the Department. My judgment was based on the fact that Mr. Santa Cruz was to arrive in Mobile on the 26th. instant to again endeavor to confer with the Marine Association, and my being cognizant of Mr. Santa Cruz' plans, and the possibility of my sitting in a conference with Mr. Turner and other members of the Association, I considered it inadvisable before that time to mention to Mr. Turner the telegram incident. To have done so prior to the contemplated conference, Mr. Turner and his associates not only would be advised of receipt of his telegram by the Department, but that I, too, knew its contents. So I just felt that by my keeping this information from the gentleman and the other members of the Association, would enable me to act much freer by permitting them all to believe I knew nothing about the remonstrance wired to Washington. In all my meetings and conversations with Mr. Turner and other members of the Association with whom I talked, I must say all were very pleasant and gentlemanly. These amenities I desired to see continued, for I wished to see the same courtesies prevail as was originally displayed by both they and me. This, I figured, could be accomplished only by my pretending to know nothing about their telegram sent to Washington.

The telegram which the Association sent to the Department is not the first to be sent out by that body, for they have in the past sent telegrams of remonstrance to the President, the

Shipping Board, and various other individuals and associations, and then inserted those telegrams in the Mobile newspapers in the form of display ads. A copy of one of these ads is herewith attached.

On November 24, 1923, Local union officials advised me that Mr. Fricke, International officer, just prior to leaving Mobile on November 18, read to them a telegram which he received from International President Chlopek, saying that Mr. Chlopek would come South during week beginning November 25. Local official also stated they had sent a telegram to Mr. Chlopek, inquiring date he can be expected to visit Mobile. At my request, local official agreed to advise me as to answer received.

On November 25, 1923, I struck up a conversation, keeping my identity unknown, with a couple of colored strikers. These men claimed a rumor was afloat in Mobile to the effect that longshoremen officials in New Orleans had passed the word to the strikers of that port to go get their jobs back if possible. This incident caused me to recollect that in my conference with Mr. Santa Cruz at BaySt. Louis, he, too, had made a similar remark.

When I was in on the New Orleans longshoremen's strike, Mr. W. W. Tuttle, Commissioner of Immigration of the Port of New Orleans, rendered me valuable assistance, and knowing he was personally acquainted with all the local longshoremen officers, I wired the Commissioner as follows:- " I understand longshoremen officials passed word to men on strike to get jobs back. Kindly investigate. Wire findings".

On November 26, Mr. Santa Cruz arrived in Mobile for the purpose of making a second attempt to arrive at an understanding with the local interests. The gentleman spent part of the day privately interviewing some of the local agents. By working along this line he hoped to create a favorable sentiment which would lead up to another joint conference similar to the one which he held with the Marione Employers' Association on November 15.

On the night of the above day, Mr. Santa Cruz and I held a conference of more than one hour considering this case in all its various angles. Mr. Santa Cruz stated that he had talked with Mr. Joseph M. Walsh, head of the Company doing the stevedore work on Shipping Board vessels, during the day and called Mr. Walsh's attention to the fact that such work was not up to the standard of efficiency which prevailed prior to the strike, and that he (Santa Cruz) was considering recommending to the Shipping Board that a wage rate of 65 cents an hour be established in this port. By the Board adopting this wage rate, which he told Mr. Walsh he was confident the Board would do, it would permit Mr. Walsh to hire the union men and by so doing get back to the former standard of efficiency. Mr. Walsh informed Mr. Santa Cruz that if he was confronted with a plan of that character, which virtually meant the recognition of the union longshoremen, he would be forced to throw

up his contract with the Shipping Board, because all the private lines here would decline to give his company any work.

Another phase to which we gave consideration was the wages formerly paid to union men, and the wages now paid the non-union men. Prior to the strike longshoremen were paid for loading general cargo, cotton and timber excepted, 55 cents an hour; stowing cotton by hand, 20 cents a bale; stowing cotton with tools, 40 cents a bale. It may be well to explain that a very small amount of cotton is shipped from Mobile, but what is shipped is all hand stowed. A cotton gang is composed of five men, and an average of 205 bales are stowed in a day of eight hours, this will net a gang $41.00, or an average of $8.20 to a man. Stowing timber is on a basis of eight hour work, fifteen men to a gang paid at a rate of one foreman, $10.50; one staffman, $9.50; three holders, $8.50; one swingman, $8.50; one hookeron, $7.50; eight winchmen, $6.50; total $113.50. The wages given here are basic wages only. In addition to the basic wages various upward differentials were paid for handling certain kinds of cargo. Time and one-half was also paid for all time in excess of the basic 8-hour day. Under the present system of employing non-union labor all longshore work, irrespective of the class or kind of cargo handled, is paid at a rate of 55 cents an hour and 10 cents an hour additional for overtime. By this arrangement non-union men handling cotton are paid $3.80 a day less than was formerly paid union men. A timber gang of fifteen nonunion men are paid a total of $66.00 for eight hours work as against $113.50 formerly paid a similar number of union men; this is an average of $3.16 a day less than was formerly paid union men.

In this conference between Mr. Santa Cruz and I, he mentioned that the 65 cent wage rate which he had proposed to the Marine Association on the 15th. instant, meant that all longshore work was to be put on a 65 cent wage rate basis. I stated to the gentleman that I was surprised to hear that, at the same time explaining to him that I all along had been under the impression that whatever increase was granted the ordinary longshoremen, a like percentage would be granted the cotton and timber men. No, he said, you are wrong in that. I then inquired if in his remarks to Mr. Walsh, wherein he said he was considering recommending to the Shipping Board that it adopt a 65-cent rate, meant the placing of all longshore work on a 65 cent basis. He answered that it did. Taking issue with the gentleman on this point, I said, "Mr. Santa Cruz, if you attempt to establish anything like that you will have a worse mess later than exists right now. Your plan, I said, will mean that the white men, who heretofore have handled all the cotton and timber longshore work, will absolutely refuse to do that class of work for the Shipping Board, or anyone else, for that matter, at a wage of 65 cents an hour, because it will mean an average reduction of $3.00 a day to the men stowing cotton, and an average reduction of $2.36 a day to the men stowing timber. And these same white men, of which there are 104 of them, will go to the colored longshoremen, all of them affiliated under the I.L.A., yes, even enlisting the support of International officers, and say to the colored members, "Do you see what the Shipping Board have done to us? Well, you return to

work at 65 cents an hour, and you will find out, sooner or later, that the Shipping Board will reduce your wages also."

I also stated to Mr. Santa Cruz that to increase the colored men's wages 80 cents a day and at the same time reduce the white men's wages an average of $2.36 to $3.00 a day, was a rank injustice. Not because one is a negro and the other a white man, but because the white man ought to be paid, as a matter of cold justice, if no other reason, at least, the same wage as he formerly received. Then another reason I advanced was, that stowing timber, especially out of the water, was a more hazardous occupation than the work of an ordinary longshoreman.

I next pointed out to the gentleman, that it would be infinitely better, for both the Shipping Board and the men on strike, is we were to request the strikers to call the strike off and do the best they can relative to getting their old jobs back at the wages now paid, and then let them live in hopes that the Shipping Board at some future date might raise wages, as was done by the Board in other ports, than for an attempt to be made to adjust the Shipping Board's differences with the men here by increasing one class of workmen's wages 80 cents a day while at the same time reducing another class of workmen's wages an average of $2.36 to $3.00 a day. After hearing my remarks, Mr. Santa Cruz said, "I think you are right about that; but here is where the difficulty comes in." Then he went on something like this: "I originally asked these people here in Mobile to go along with the Shipping Board on a proposition of a 65-cent wage rate applicable to all classes of longshore work; this, as you know, they declined to do. Now, in order for me to follow out your suggestion, I have got to go back and request the Marine Association to put the cotton and timber wages back at the old rates of 20 cents a bale on cotton and $113.50 per gang per day on timber. This, I know, is going to be a difficult task to put over. But I will tell you what I will do; If I am successful in getting another conference with the Association I will ask that body to re-establish the old timber rate, and leave the cotton,- of which there is very little handled in this port - rate remain at the 55-cent an hour basis. In this I agreed with the gentleman.

I now wish to report an incident which took place between the time of Mr. Santa Cruz' arrival in the morning and my talking with him in the evening. It is this: The union officials called to see me in the morning and showed me a telegram received from President Chlopek, in answer to the wire which they had sent him on November 24. Mr. Chlopek's telegram stated that he could not arrive in Mobile before Sunday, December 2, and if satisfactory to wire him. The officials requested my advice in the matter. Having in mind the lines along which Mr. Santa Cruz was working, and also my telegram of inquiry to Commissioner of Immigration, W.W. Tuttle, I advised that an answer be withheld for a day or two, so as to permit us to see just what developments would bring. The officials accepted my advice, and then went so far as to remark that whatever I advised they would do, even to calling the strike off if I so advised it.

On November 27 I received from Mr. Tuttle a wire which read: "Keegan said longshoremen voted Friday night to stand pat on strike. No orders for men to return to work here issued by any of labor leaders. Nothing to it, said Keegan". Knowing Mr. Keegan's organization is not affiliated with the I.L.A., and also knowing the man personally, I concluded he would not admit passing out the word to return to work, even if he had done so, so I sent another telegram to Commissioner Tuttle, which read: "I would expect such reply from Keegan. Information today was President Workman, I.L.A., who passed word to men. Interview Workman. Answer." Mr. Tuttle replied as follows: "Workman today said no longshoremen ordered back by him or anyone else here. They are still on strike and standing out solidly. Nothing to rumor of your inquiry."

Shortly after these telegrams were received, the officials of the union called to learn if anything had as yet developed along the line of a settlement, and in almost the same breath they informed me that Mr. Santa Cruz had been seen on the streets. I admitted the truth of this and then informed them that Mr. Santa Cruz' presence here was one of the reasons which prompted me to request them to wait a day or two and see if anything developed before wiring Mr. Chlopeck to come here. I also read to the union officials the telegrams sent to and received from Commissioner Tuttle. This, I said, is all the news for today, but come in tomorrow.

At 10 A.M. November 27, Mr. Santa Cruz advised me that he could not see Mr. Turner, as the gentleman was serving on the Federal Grand Jury, but that he had seen Mr. S. A. LeBlanc, a man very close to Mr. Turner, and Mr. LeBlanc had commented to call a meeting of the Marione Employers' Association at 5 P.M. that day. At this hour Mr. Santa Cruz expressed himself as feeling confident, from his personal conversation held with various steamship agents, that his new proposition was going over this time. He also said that in his talk with Mr. LeBlanc that gentleman had said that the activities of Mr. Dunnigan, representative of the Department of Labor, was disturbing conditions here, and that he believed he (Santa Cruz) was in cahoots with me. Mr. Santa Cruz said he admitted to Mr. LeBlanc that he knew of my still being in town and that he had talked with me, but he denied working with me, moreover, he informed the gentleman that I was working independent of the Shipping Board. Mr. Santa Cruz in commenting on this incident said that Mr. LeBlanc appeared to very much doubt that part of his statement wherein he denied working with me. Mr. Santa Cruz suggested that we be very careful so as not to be seen together, for the present at least. Mr. Santa Cruz also mentioned the fact that a telegram of protest against my being here not only had been sent to the Department of Labor, but a similar one had been sent to the President.

I dare say my presence here has given the Marine Employers' Association some concern. Looking at the situation with the employer's eyes, I can see where it would have been beneficial to them if I had remained away from Mobile, for they figure that my coming and re-

maining here has instilled encouragement and hope in the hearts of the men on strike; that many of the strikers would have already grown tired, not only tired but despondent, and returned to work; that the steamship agents' and the stevedoring companies' losses would have then been materially lessened, yes, possibly wiped out. These, Mr. Director, are the conditions that are distrubing the interests here. I might add, that since coming here the union representatives have stated to me that many of their men have returned to work, and not so much as one man on the docks have joined the strikers' ranks since I have been here.

On November 27 the union officials called as usual to inquire if anything had developed, and I replied not as yet.

Early on the morning of November 28 they were around again, and I advised them that I expected to hear something during the morning and for them to phone me at noon. Shortly after the committee departed Mr. Santa Cruz came to me to report on the conference held the night before with the Marine Association. He claimed, "They sit down on me last night; didn't get a thing!" Narrating what took place in the conference, he said, I got pretty hot over there last night and I just told those men that the stevedering rates were based on the wages paid longshoremen, and if the stevedores are going to continue to pay 55 cents an hour for stowing cotton and timber and then persist in charging the Shipping Board on the basis of the old wage rates of 20 cents a bale for cotton and $113.50 per gang per day for timber, I was going to see to it that there was a revision downward in the stevedore's charge to the Shipping Board. I also brought to the attention of the conference that I had sent an expert to Mobile to make an investigation as to the percentage of efficiency in stevedore work now performed on Shipping Board vessels, and this investigation disclosed that it was 66 per cent. I also informed the conference that he did not come here to "rough" anything over on them, but to talk and reason with them.

The conference advised Mr. Santa Cruz that they will always be glad to meet with him, and he is at liberty to come at any time, but in this particular case they can not go along with him; that his proposition of re-establishing the old cotton and timber wages means that the stevedoring companies will have to re-employ the old men; that the old men were not wanted; that the adoption of this latest proposition means the disturbing of an already stabilized condition, and the Association will not lend itself to any plan other than the one now in operation.

In my telegram to you under date of November 26, I stated I was shaping this case so as to call the strike off on the 28th. When I sent you that message I had expected Mr. Santa Cruz would at least be able to arrange with the stevedoring Company doing Shipping Board work to take old men back at wages paid at time strike was declared. This condition I knew, through an understanding which I had with the union official, would prove acceptable

to the men. But Mr. Santa Cruz' report on the last conference dissipated all hopes of an immediate settlemtn.

On the afternoon of the day Mr. Santa Cruz made his report to me, I held a final conference with the union officials. In reporting to these men I did not mention anything which took place in the conference between Mr. Santa Cruz and the Marine Association. At this last meeting the committee which conferred with me was composed of ten men, formerly but finve men conferred with me. I said to these new committeemen that I presumed the other members had informed them of all that had transpired between they and me, and it seemed unnecessary to consider any other than the latest developments. I had a motive in making this statement for I figured I was going to get myself in an awful hole if I reviewed all that had taken place in the past three weeks, for I had been shaping up this situation, and the union officials were with me, to have the men go back to work on Shipping Board vessels at the old wage scale, if nothing else could be obtained, and then let the Board make a decision relative to increases later, and I now found myself in a position where it was impossible to carry out that plan, so I merely stated to the committee that all efforts had failed, and it now was up to them to decide as to whether to continue the strike or call it off. One committeeman inquired if I could give them a guarantee that they would get the Shipping Board work. I answered that I could not speak for the Shipping Board.

Another question was: Presume the strike is called off, will wehave to go down and take the same changes in obtaining a job on Shipping Board vessels as on all other vessels? I answered that I thought they would so long as the work was performed by the present stevedoring company doing the work. Then they demanded to know why the Shipping Board did not fire the stevedoring company. I replied that I could not answer for the Shipping Board. Things commenced to look like I was going to get into hot water, however, the next question and my answer to it saved me. Some of the new members on the Committee wanted to know why it was that the Shipping Board have raised wages in Galveston, Texas City, Houston, Bolivar, New Orleans, and New York and refuse to increase them in Mobile, Gulfport and Pensacola? I explained to them that the Shipping interests in New Orleans had always demanded that they be placed on the same basis as Galveston; that when the independent steamship lines, and the Shipping Board along with the independents, increased wages to 80 cents an hour in the port of Galveston, the Shipping Board took the initiative and called upon the New Orleans interests to adopt the same policy. This the New Orleans steamship companies declined to do, so the Shipping Board alone adopted the 80 cent scale on its vessels at New Orleans. Another reason, I said, which actuated the Shipping Board to increase wages at New Orleans was the inefficiency in the work performed by the non-union labor. In the ports of Mobile, Gulfport and Pensacola conditions

are quite different from New Orleans. In the first place, these three ports never have demanded that they be placed on the same basis as New Orleans; and in the second place, while there may be inefficiency here, although I have no way of telling that, somebody other than the Shipping Board is absorbing these losses, while in New Orleans the Shipping Board was compelled to stand them. I next stated to this committee that I have repeatedly told the officers with whom I have been conferring from time to time, that I could not advise as to what the Shipping Board will eventually do relative to wages; but that I have said, that, in my opinion, the Board in considering the case will not be influenced one way or the other by the continuance or discontinuance of the strike, that its final disposition of the matter will be on grounds other than the strike alone.

This conference had been going on for more than two hours, and while there appeared to be a small majority in favor of calling the strike off, no headway was being made. I finally suggested it would be a good plan to send out a call to ~~call~~ the locals for a joint meeting to be held at Mobile on Sunday, December 2, and International President Chlopek be immediately requested to come here. My suggestion was adopted. Before the conference adjourned I made a request that I be advised of the action taken at the joint meeting on Sunday, and the information be forwarded to me in care of the Galves Hotel, Galveston, Texas. This they agreed to do.

On Thanksgiving Day a committee of two, Messrs. Convy and Flynn, came to my hotel and notified me that a wire had been received from President Chlopek saying he would arrive Sunday morning, December 2.

I want to say in concluding that had Mr. Santa Cruz met with success in his effort to have the Marine Association re-establish the old wage rates on cotton and timber, especially timber, and then made provision with the stevedoring company to hire the old men, without any agreement, oral or written, this strike would surely be declared off at the meeting scheduled for Sunday. I look for a sentiment to develope in the Sunday meeting favoring a continuation of the strike until such time as the Shipping Board make arrangements with its stevedore to take the old men back at the old wages, or else put the 65-cent rate in effect and attempt to lure the men back. But in the adoption of either plan the Board will meet with difficulty; for you will remember me stating in another part of this report that Mr. Walsh, head of the Company employed to do Shipping Board's work, saying to Mr. Santa Cruz that if the 65-cent rate is established by the Board with the understanding that the old men be employed, that his company will have to throw up ~~his~~ the contract because the other

lines, which handle 75 per cent of the tonnage of this port, will refuse to give his company their work. I presume the same will apply if he is confronted with a proposition to take the old men back at the old rate.

Respectfully submitted

E. H. Dunnigan

Commissioner of Conciliation

(1 Inclosure)

170
2248

DEPARTMENT OF LABOR

OFFICE OF THE SECRETARY

WASHINGTON

DIVISION OF CONCILIATION

Battle House,
Mobile, Alabama
November 30th, 1923

Hon. H. L. Kerwin,
Director of Conciliation,
United States Department of Labor,
Washington, D.C.

Dear Mr. Director:-

This, my third report, is the final report in the case of longshoremen's strike at Mobile, Ala., Gulfport, Miss. and Pensacola, Fla.

On the morning of November 24, 1923, I received your telegram of same date, wherein you advised me of your having received a telegram from the Mobile Marine Employers' Association, Mr. Turner, Chairman, alleging situation already stabilized and efforts of Department only results in disturbing conditions. You also stated the telegram was received two days ago and addressed to Commissioner of Labor, Washington, D.C., which occasioned some delay, and would I acknowledge receipt of telegram to Mr. Turner. While I would have very much liked, Mr. Director, to complied with your request, my best judgment dictated that things could not be helped any by my acknowledging to Mr. Turner the receipt of his telegram by the Department. My judgment was based on the fact that Mr. Santa Cruz was to arrive in Mobile on the 26th. instant to again endeavor to confer with the Marine Association, and my being cognizant of Mr. Santa Cruz' plans, and the possibility of my sitting in a conference with Mr. Turner and other members of the Association, I considered it inadvisable before that time to mention to Mr. Turner the telegram incident. To have done so prior to the contemplated conference, Mr. Turner and his associates not only would be advised of receipt of his telegram by the Department, but that I, too, knew its contents. So I just felt that by my keeping this information from the gentleman and the other members of the Association, would enable me to act much freer by permitting them all to believe I knew nothing about the remonstrance wired to Washington. In all my meetings and conversations with Mr. Turner and other members of the Association with whom I talked, I must say all were very pleasant and gentlemanly. These amenities I desired to see continued, for I wished to see the same courtesies prevail as was originally displayed by both they and me. This, I figured, could be accomplished only by my pretending to know nothing about their telegram sent to Washington.

The telegram which the Association sent to the Department is not the first to be sent out by that body, for they have in the past sent telegrams of remonstrance to the President, the

Shipping Board, and various other individuals and associations, and then inserted those telegrams in the Mobile newspapers in the form of display ads. A copy of one of these ads is herewith attached.

On November 24, 1923, Local union officials advised me that Mr. Fricke, International officer, just prior to leaving Mobile on November 18, read to them a telegram which he received from International President Chlopek, saying that Mr. Chlopek would come South during week beginning November 25. Local official also stated they had sent a telegram to Mr. Chlopek, inquiring date he can be expected to visit Mobile. At my request, local official agreed to advise me as to answer received.

On November 25, 1923, I struck up a conversation, keeping my identity unknown, with a couple of colored strikers. These men claimed a rumor was afloat in Mobile to the effect that longshoremen officials in New Orleans had passed the word to the strikers of that port to go get their jobs back if possible. This incident caused me to recollect that in my conference with Mr. Santa Cruz at BaySt. Louis, he, too, had made a similar remark.

When I was in on the New Orleans longshoremen's strike, Mr. W. W. Tuttle, Commissioner of Immigration of the Port of New Orleans, rendered me valuable assistance, and knowing he was personally acquainted with all the local longshoremen officers, I wired the Commissioner as follows:- " I understand longshoremen officials passed word to men on strike to get jobs back. Kindly investigate. Wire findings".

On November 26, Mr. Santa Cruz arrived in Mobile for the purpose of making a second attempt to arrive at an understanding with the local interests. The gentleman spent part of the date privately interviewing some of the local agents. By working along this line he hoped to create a favorable sentiment which would lead up to another joint conference similar to the one which he held with the Marione Employers' Association on November 15.

On the night of the above day, Mr. Santa Cruz and I held a conference of more than one hour considering this case in all its various angles. Mr. Santa Cruz stated that he had talked with Mr. Joseph M. Walsh, head of the Company doing the stevedore work on Shipping Board vessels, during the day and called Mr. Walsh's attention to the fact that such work was not up to the standard of efficiency which prevailed prior to the strike, and that he (Santa Cruz) was considering recommending to the Shipping Board that a wage rate of 65 cents an hour be established in this port. By the Board adopting this wage rate, which he told Mr. Walsh he was confident the Board would do, it would permit Mr. Walsh to hire the union men and by so doing get back to the former standard of efficiency. Mr. Walsh informed Mr. Santa Cruz that if he was confronted with a plan of that character, which virtually meant the recognition of the union longshoremen, he would be forced to throw

up his contract with the Shipping Board, because all the private lines here would decline to give his company any work.

Another phase to which we gave consideration was the wages formerly paid to union men, and the wages now paid the non-union men. Prior to the strike longshoremen were paid for loading general cargo, cotton and timber excepted, 55 cents an hour; stowing cotton by hand, 20 cents a bale; stowing cotton with tools, 40 cents a bale. It may be well to explain that a very small amount of cotton is shipped from Mobile, but what is shipped is all hand stowed. A cotton gang is composed of five men, and an average of 205 bales are stowed in a day of eight hours, this will net a gang $41.00, or an average of $8.20 to a man. Stowing timber is on a basis of eight hour work, fifteen men to a gang paid at a rate of one foreman, $10.50; one staffman, $9.50; three holders, $8.50; one swingman, $8.50; one hookeron, $7.50; eight winchmen, $6.50; total $113.50. The wages given here are basic wages only. In addition to the basic wages various upward differentials were paid for handling certain kinds of cargo. Time and one-half was also paid for all time in excess of the basic 8-hour day. Under the present system of employing non-union labor all longshore work, irrespective of the class or kind of cargo handled, is paid at a rate of 55 cents an hour and 10 cents an hour additional for overtime. By this arrangement non-union men handling cotton are paid $3.80 a day less than was formerly paid union men. A timber gang of fifteen nonunion men are paid a total of $66.00 for eight hours work as against $113.50 formerly paid a similar number of union men; this is an average of $3.16 a day less than was formerly paid union men.

In this conference between Mr. Santa Cruz and I, he mentioned that the 65 cent wage rate which he had proposed to the Marine Association on the 15th. instant, meant that all longshore work was to be put on a 65 cent wage rate basis. I stated to the gentleman that I was surprised to hear that, at the same time explaining to him that I all along had been under the impression that whatever increase was granted the ordinary longshoremen, a like percentage would be granted the cotton and timber men. No, he said, you are wrong in that. I then inquired if in his remarks to Mr. Walsh, wherein he said he was considering recommending to the Shipping Board that it adopt a 65-cent rate, meant the placing of all longshore work on a 65 cent basis. He answered that it did. Taking issue with the gentleman on this point, I said, "Mr. Santa Cruz, if you attempt to establish anything like that you will have a worse mess later than exists right now. Your plan, I said, will mean that the white men, who heretofore have handled all the cotton and timber longshore work, will absolutely refuse to do that class of work for the Shipping Board, or anyone else, for that matter, at a wage of 65 cents an hour, because it will mean an average reduction of $3.00 a day to the men stowing cotton, and an average reduction of $2.36 a day to the men stowing timber. And these same white men, of which there are 104 of them, will go to the colored longshoremen, all of them affiliated under the I.L.A., yes, even enlisting the support of International officers, and say to the colored members, "Do you see what the Shipping Board have done to us? Well, you return to

work at 65 cents an hour, and you will find out, sooner or later, that the Shipping Board will reduce your wages also."

I also stated to Mr. Santa Cruz that to increase the colored men's wages 80 cents a day and at the same time reduce the white men's wages an average of $2.36 to $3.00 a day, was a rank injustice. Not because one is a negro and the other a white man, but because the white man ought to be paid, as a matter of cold justice, if no other reason, at least, the same wage as he formerly received. Then another reason I advanced was, that stowing timber, especially out of the water, was a more hazardous occupation than the work of an ordinary longshoreman.

I next pointed out to the gentleman, that it would be infinitely better, for both the Shipping Board and the men on strike, is we were to request the strikersto call the strike off and do the best they can relative to getting their old jobs back at the wages now paid, and then let them live in hopes that the Shipping Board at some future date might raise wages, as was done by the Board in other ports, than for an attempt to be made to adjust the Shipping Board's differences with the men here by increasing one class of workmen's wages 80 cents a day while at the same time reducing another class of workmen's wages an average of $2.36 to $3.00 a day. After hearing my remarks, Mr. Santa Cruz said, "I think you are right about that; but here is where the difficulty comes in." Then he went on something like this: "I originally asked these people here in Mobile to go along with the Shipping Board on a proposition of a 65-cent wage rate applicable to all classes of longshore work; this, as you know, they declined to do. Now, in order for me to follow out your suggestion, I have got to go back and request the Marine Association to put the cotton and timber wages back at the old rates of 20 cents a bale on cotton and $113.50 per gang per day on timber. This, I know, is going to be a difficult task to put over. But I will tell you what I will do; If I am successful in getting another conference with the Association I will ask that body to re-establish the old timber rate, and leave the cotton,- of which there is very little handled in this port - rate remain at the 55-cent an hour basis. In this I agreed with the gentleman.

I now wish to report an incident which took place between the time of Mr. Santa Cruz' arrival in the morning and my talking with him in the evening. It is this: The union officials called to see me in the morning and showed me a telegram received from President Chlopek, in answer to the wire which they had sent him on November 24. Mr. Chlopek's telegram stated that he could not arrive in Mobile before Sunday, December 2, and if satisfactory to wire him. The officials requested my advice in the matter. Having in mind the lines along which Mr. Santa Cruz was working, and also my telegram of inquiry to Commissioner of Immigration, W.W. Tuttle, I advised that an answer be withheld for a day or two, so as to permit us to see just what developments would bring. The officials accepted my advice, and then went so far as to remark that whatever I advised they would do, even to calling the strike off if I so advised it.

On November 27 I received from Mr. Tuttle a wire which read: "Keegan said longshoremen voted Friday night to stand pat on strike. No orders for men to return to work here issued by any of labor leaders. Nothing to it, said Keegan". Knowing Mr. Keegan's organization is not affiliated with the I.L.A., and also knowing the man personally, I concluded he would not admit passing out the word to return to work, even if he had done so, so I sent another telegram to Commissioner Tuttle, which read: "I would expect such reply from Keegan. Information today was President Workman, I.L.A., who passed word to men.Interview Workman. Answer." Mr. Tuttle replied as follows; "Workman today said no longshoremen ordered back by him or anyone else here. They are still on strike and standing out solidly. Nothing to rumor of your inquiry."

Shortly after these telegrams were received, the officials of the union called to learn if anything had as yet developed along the line of a settlement, and in almost the same breath they informed me that Mr. Santa Cruz had been seen on the streets. I admitted the truth of this and then informed them that Mr. Santa Cruz' presence here was one of the reasons which prompted me to request them to wait a day or two and see if anything developed before wiring Mr. Chlopeck to come here. I also read to the union officials the telegrams sent to and received from Commissioner Tuttle. This, I said, is all the news for today, but come in tomorrow.

At 10 A.M. November 27, Mr. Santa Cruz advised me that he could not see Mr. Turner, as the gentleman was serving on the Federal Grand Jury, but that he had seen Mr. S. A. LeBlanc, a man very close to Mr. Turner, and Mr. LeBlanc had consented to call a meeting of the Marione Employers' Association at 5 P.M. that day. At this hour Mr. Santa Cruz expressed himself as feeling confident, from his personal conversation held with various steamship agents, that his new proposition was going over this time. He also said that in his talk with Mr. LeBlanc that gentleman had said that the activities of Mr. Dunnigan, representative of the Department of Labor, was disturbing conditions here, and that he believed he (Santa Cruz) was in cahoots with me. Mr. Santa Cruz said he admitted to Mr. LeBlanc that he knew of my still being in town and that he had talked with me, but he denied working with me, moreover, he informed the gentleman that I was working independent of the Shipping Board. Mr. Santa Cruz in commenting on this incident said that Mr. LeBlanc appeared to very much doubt that part of his statement wherein he denied working with me. Mr. Santa Cruz suggested that we be very careful so as not to be seen together, for the present at least. Mr. Santa Cruz also mentioned the fact that a telegram of protest against my being here not only had been sent to the Department of Labor, but a similar one had been sent to the President.

I dare say my presence here has given the Marine Employers' Association some concern. Looking at the situation with the employer's eyes, I can see where it would have been beneficial to them if I had remained away from Mobile, for they figure that my coming and re-

maining here has instilled encouragement and hope in the hearts of the men on strike; that many of the strikers would have already grown tired, not only tired but despondent, and returned to work; that the steamship agents' and the stevedoring companies' losses would have then been materially lessened, yes, possibly wiped out. These, Mr. Director, are the conditions that are distrubing the interests here. I might add, that since coming here the union representatives have stated to me that many of their men have returned to work, and not so much as one man on the docks have joined the strikers' ranks since I have been here.

On November 27 the union officials called as usual to inquire if anything had developed, and I replied not as yet.

Early on the morning of November 28 they were around again, and I advised them that I expected to hear something during the morning and for them to phone me at noon. Shortly after the committee departed Mr. Santa Cruz came to me to report on the conference held the night before with the Marine Association. He exclaimed, "They sit down on me last night; didn't get a thing!" Narrating what took place in the conference, he said, I got pretty hot over there last night and I just told those men that the stevedoring rates were based on the wages paid longshoremen, and if the stevedores are going to continue to pay 55 cents an hour for stowing cotton and timber and then persist in charging the Shipping Board on the basis of the old wage rates of 20 cents a bale for cotton and $113.50 per gang per day for timber, I was going to see to it that there was a revision downward in the stevedore's charge to the Shipping Board. I also brought to the attention of the conference that I had sent an expert to Mobile to make an investigation as to the percentage of efficiency in stevedore work now performed on Shipping Board vessels, and this investigation disclosed that it was 66 per cent. I also informed the conference that he did not come here to "rough" anything over on them, but to talk and reason with them.

The conference advised Mr. Santa Cruz that they will always be glad to meet with him, and he is at liberty to come at any time, but in this particular case they can not go along with him; that his proposition of re-establishing the old cotton and timber wages means that the stevedoring companies will have to re-employ the old men; that the old men were not wanted; that the adoption of this latest proposition means the disturbing of an already stabilized condition, and the Association will not lend itself to any plan other than the one now in operation.

In my telegram to you under date of November 26, I stated I was shaping this case so as to call the strike off on the 28th. When I sent you that message I had expected Mr. Santa Cruz would at least be able to arrange with the stevedoring Company doing Shipping Board work to take old men back at wages paid at time strike was declared. This condition I knew, through an understanding which I had with the union official, would prove acceptable

to the men. But Mr. Santa Cruz' report on the last conference dissipated all hopes of an immediate settlemtn.

On the afternoon of the day Mr. Santa Cruz made his report to me, I held a final conference with the union officials. In reporting to these men I did not mention anything which took place in the conference between Mr. Santa Cruz and the Marine Association. At this last meeting the committee which conferred with me was composed of ten men, formerly but five men conferred with me. I said to these new committeemen that I presumed the other members had informed them of all that had transpired between they and me, and it seemed unnecessary to consider any other than the latest developments. I had a motive in making this statement for I figured I was going to get myself in an awful hole if I reviewed all that had taken place in the past three weeks, for I had been shaping up this situation, and the union officials were with me, to have the men go back to work on Shipping Board vessels at the old wage scale, if nothing else could be obtained, and then let the Board make a decision relative to increases later, and I now found myself in a position where it was impossible to carry out that plan, so I merely stated to the committee that all efforts had failed, and it now was up to them to decide as to whether to continue the strike or call it off. One committeeman inquired if I could give them a guarantee that they would get the Shipping Board work. I answered that I could not speak for the Shipping Board.

Another question was: Presume the strike is called off, will wehave to go down and take the same changes in obtaining a job on Shipping Board vessels as on all other vessels? I answered that I thought they would so long as the work was performed by the present stevedoring company doing the work. Then they demanded to know why the Shipping Board did not fire the stevedoring company. I replied that I could not answer for the Shipping Board. Things commenced to look like I was going to get into hot water, however, the next question and my answer to it saved me. Some of the new members on the Committee wanted to know why it was that the Shipping Board have raised wages in Galveston, Texas City, Houston, Bolivar, New Orleans, and New York and refuse to increase them in Mobile, Gulfport and Pensacola? I explained to them that the Shipping interests in New Orleans had always demanded that they be placed on the same basis as Galveston; that when the independent steamship lines, and the Shipping Board along with the independents, increased wages to 80 cents an hour in the port of Galveston, the Shipping Board took the initiative and called upon the New Orleans interests to adopt the same policy. This the New Orleans steamship companies declined to do, so the Shipping Board alone adopted the 80 cent scale on its vessels at New Orleans. Another reason, I said, which actuated the Shipping Board to increase wages at New Orleans was the inefficiency in the work performed by the non-union labor. In the ports of Mobile, Gulfport and Pensacola conditions

are quite different from New Orleans. In the first place, these three ports never have demanded that they be placed on the same basis as New Orleans; and in the second place, while there may be inefficiency here, although I have no way of telling that, somebody other than the Shipping Board is absorbing these losses, while in New Orleans the Shipping Board was compelled to stand them. I next stated to this committee that I have repeatedly told the officers with whom I have been conferring from time to time, that I could not advise as to what the Shipping Board will eventually do relative to wages; but that I have said, that, in my opinion, the Board in considering the case will not be influenced one way or the other by the continuance or discontinuance of the strike, that its final disposition of the matter will be on grounds other than the strike alone.

This conference had been going on for more than two hours, and while there appeared to be a small majority in favor of calling the strike off, no headway was being made. I finally suggested it would be a good plan to send out a call to ~~call~~ the locals for a joint meeting to be held at Mobile on Sunday, December 2, and International President Chlopek be immediately requested to come here. My suggestion was adopted. Before the conference adjourned I made a request that I be advised of the action taken at the joint meeting on Sunday, and the information be forwarded to me in care of the Galves Hotel, Galveston, Texas. This they agreed to do.

On Thanksgiving Day a committee of two, Messrs. Convy and Flynn, came to my hotel and notified me that a wire had been received from President Chlopek saying he would arrive Sunday morning, December 2.

I want to say in concluding that had Mr. Santa Cruz met with success in his effort to have the Marine Association reestablishe the old wage rates on cotton and timber, especially timber, and then made provision with the stevedoring company to hire the old men, without any agreement, oral or written, this strike would surely be declared off at the meeting scheduled for Sunday. I look for a sentiment to develope in the Sunday meeting favoring a continuation of the strike until such time as the Shipping Board make arrangements with its stevedore to take the old men back at the old wages, or else put the 65-cent rate in effect and attempt to lure the men back. But in the adoption of either plan the Board will meet with difficulty; for you will remember me stating in another part of this report that Mr. Walsh, head of the Company employed to do Shipping Board's work, saying to Mr. Santa Cruz that if the 65-cent rate is established by the Board with the understanding that the old men be employed, that his company will have to throw up ~~his~~ the contract because the other

lines, which handle 75 per cent of the tonnage of this port, will refuse to give his company their work. I presume the same will apply if he is confronted with a proposition to take the old men back at the old rate.

Respectfully submitted

E. S. Dunnigan,

Commissioner of Conciliation

(1 Inclosure)

November 27, 1923.

170/2295

Mr. Horace Turner, Chairman,
Marine Employers Association,
Mobile, Alabama.

Dear Sir:

Your telegram of the 20th instant was received and referred to the Conciliation Service to which Mr. Dunnigan is attached. A synopsis of same was sent him by telegraph with request to take up with you the situation as outlined in your telegram. Yesterday we received your letter of the 24th instant. Mr. Dunnigan will submit his final report to the Department this week, preliminary reports having been submitted from time to time.

The Commissioner was assigned to this case on request of the Shipping Board, but his reports are directed to the Conciliation Service of the Department of Labor. Our understanding is that a Mr. Santa Cruz is representing the Board in the Mobile situation.

We are communicating your information to Commissioner Dunnigan and hope it will reach him before he leaves on another assignment.

Very truly yours,

EXACT COPY AS SIGNED BY H. L. KERWIN
MAILED BY

Director of Conciliation.

HLK/C

HORACE TURNER,
Chairman

SPENCER TALLMADGE,
Vice-Chairman

RICHARD MURRAY,
Secretary

Marine Employers Association of the Port of Mobile

NOV 26 1923 SECRETARY'S OFFICE

November 24th, 1923.

To the Secretary of Labor,
Washington, D.C.

Dear Sir:-

The members of this Association, which represents every shipping interest of the Port of Mobile, direct me to communicate to you their request for an opportunity to answer any adverse report by Mr. E. H. Dunnigan, U. S. Commissioner of Conciliation, affecting the longshore labor at present employed by members of this Association. If the report of Mr. Dunnigan is being prepared for the Shipping Board, as we assume, we should have the privilege of being heard in this matter, so vitally affecting the operating costs of our ships and the commerce through this port.

The members of our Association consider the attitude of Mr. Dunnigan antagonistic, hence our wire asking his withdrawal from our otherwise peaceful situation. Neither Mr. Dunnigan, nor anyone else, unfamiliar with the character of labor employed prior to October first, is in position to intelligently discuss efficiency or inefficiency of our present labor. A proper comparison can only be made by those employing labor before and after the strike. The fact that our Stevedores have contracted with the Shipping Board for another year upon same costs basis as past year, and will also contract with others upon the old basis, guaranteeing equal or better dispatch to the ships, is sufficient answer to any assumption, by the uninformed, as to labor inefficiency of present longshoremen.

As the Shipping Board has a contract protecting them against any additional stevedoring cost during the strike or for coming year the interests of the Government are protected. As to the ships privately operated, forming 75% of the total ships in and out of our port, the Government, having no interest whatever in their stevedoring costs, should leave owners of such ships free to handle their own business affairs.

There is no economic reason for the Shipping Board's present effort to increase longshore wages at Mobile, thereby needlessly increasing the drain upon the public treasury, as the undisturbed basic wage of competing South Atlantic ports, already about 60% below basic wage of Mobile, clearly demonstrates. And Mobile is unwilling to be burdened with further, needless, ship operating costs, because of still higher longshore wages, when there is no logical reason therefor.

Respectfully,

Horace Turner

Chairman, Marine Employers Assoc.

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

149W K 31 COLLECT GOVT

NEW INTERIOR BUILDING,
FRANKLIN 7100 - BRANCH 47

MOBILE ALA 225P NOV 26 1923

H L KERWIN 649

170
22687

UNITEDSTATES DEPARTMENT OF LABOR WASHINGTON DC

INADVISABLE TO LEAVE SHAPING CASE HERE TO CALL STRIKE OFF ABOUT WEDNESDAY SANTACRUZ HERE APPROVES PLAN LETTER MAILED YOU RELATIVE GALVESTON SATURDAY LETTER FROM ROE TODAY SAYS MY WIRE SATISFACTORY

DUNNIGAN

355P

file

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT COMMERCIAL NAT'L BANK BLDG., 14th & G STS., N. W. WASHINGTON, D. C. ALWAYS OPEN 1923 NOV 22 AM 5 15

W. D. P. NOV 22 1923

RESPECTFULLY REFERRED FOR CONSIDERATION.

Geo. B. Slump.
Secy to the President.

XA60 297 NL 4 EXTRA 1/70

MOBILE ALA 21

THE PRESIDENT UNITEDSTATES 373

WASHINGTON DC

THE STRIKE OF LONGSHORE LABOR WHICH OCCURED OCTOBER FIRST WAS SETTLED BY EMPLOYMENT OF OTHER LONGSHORE LABOR SATISFACTORY TO ENTIRE SHIPPING INTEREST OF MOBILE STOP CONTRACTS HAVE BEEN RENEWED FOR TWELVE MONTHS BY OUR STEVEDORE MEMBERS AT SAME COST AS PAST TWELVE MONTHS PLUS GUARANTEEING THE SHIPPING BOARD AGAINST ANY ADDITIONAL STEVEDORING COST DURING STRIKE OR THEREAFTER STOP WHAT THE PRIVATELY OPERATED AMERICAN SHIP LINES DO SHOULD BE THEIR AFFAIR

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT COMMERCIAL NAT'L BANK BLDG., 14th & G STS., N. W. WASHINGTON, D. C. ALWAYS OPEN

XA60 SHEET 2/100

ONLY STOP NOVEMBER SIXTEENTH THE US COMMISSIONER OF CONCILIATION DEPARTMENT OF LABOR CALLED UPON CHAIRMAN OF THIS ASSOCIATION TO OFFER HIS SERVICES HE WAS ADVISED THE STRIKE WAS OVER AND THERE WAS NOTHING TO CONCILIATE HE STILL REMAINS AND IS CALLING UPON INDIVIDUAL MEMBERS OF OUR ASSOCIATION HIS ATTITUDE BEING ANTAGONISTIC TO POSITION TAKEN BY ENTIRE SHIPPING INTERESTS OF MOBILE STOP NOVEMBER NINETEENTH OUR ASSOCIATION WIRED THE SECRETARY OF LABOR ASKING WITHDRAWAL OF COMMISSIONER INASMUCH AS HIS PRESENCE COULD ONLY SERVE TO AGITATE A SITUATION ALREADY SETTLED TO ENTIRE SATISFACTION OF SHIPPING INTERESTS AT MOBILE THE LAWLESS STRIKING ELEMENT ARE

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT COMMERCIAL NAT'L BANK BLDG., 14th & G STS., N. W. WASHINGTON, D. C. ALWAYS OPEN

XA60 SHEET 3/100

BEING ENCOURAGED BY HIS PRESENCE TO BELIEVE THAT THEIR ARBITRARY DEMANDS LONG SINCE REFUSED BY STEAMSHIP LINES AND SETTLED BY EMPLOYMENT OF OTHER LABOR WILL BE GRANTED BY THE GOVERNMENT STOP THIS ASSOCIATION PROTESTS AGAINST THE ACTIVITIES OF THIS COMMISSIONER IN OUR OTHERWISE PEACEFUL SITUATION STOP OUR PRESENT LONGSHORE LABOR IS AMPLE AND WELL SATISFIED WITH BASIC WAGE PAID WHICH IS ABOUT FORTY PERCENT HIGHER THAN UNDISTURBED BASIC WAGE OF COMPETITIVE PORTS OF SOUTH ATLANTIC HENCE OUR ASSOCIATION IS VIOLENTLY OPPOSED TO THESE GOVERNMENT AGENCIES SEEKING TO FORCE A NEEDLESS INCREASE OF OPERATING EXPENSES UPON AMERICAN SHIPS ALREADY LOSING MONEY

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT COMMERCIAL NAT'L BANK BLDG., 14th & G STS., N. W. WASHINGTON, D. C. ALWAYS OPEN

XA60 SHEET 4/27

WHICH NEEDLESS INCREASE IN COSTS WILL LIKEWISE BE REFLECTED IN AN ADDITIONAL LOSS UPON GOVERNMENT SHIPS TO BE PAID OUT OF PUBLIC TREASURY

MARINE EMPLOYERS ASSOCIATION BY HORACE TURNER CHAIRMAN.

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT COMMERCIAL NAT'L BANK BLDG., 14th & G STS., N. W. WASHINGTON, D. C. ALWAYS OPEN

1923 NOV 22 AM 5 15

170/2268

XA57 56 COLLECT GOVT NL

MOBILE ALA 21

H L KERWIN

372

U S DEPT OF WASHINGTON DC

SO FAR THIS WEEK I HELD TWELVE INDIVIDUAL CONFERENCES WITH STEAMSHIP AGENTS AND UNION REPRESENTATIVES JUST RETURNED FROM MEETING HELD WITH SANTA CRUZ AT BAY OF STLOUIS MISS SUGGESTS I REMAIN HERE KEEPING IN TOUCH WITH SITUATION SANTA CRUZ COMING MONDAY TO MAKE ANOTHER EFFORT IN DAY OR TWO WILL FORWARD REPORT SEND TRANSPORTATION REQUESTS

DUNNIGAN.

11-20

file

170/2268

Conciliation

November 24, 1923.

E. H. Dunnigan,
Hotel Battle,
Mobile, Alabama.

Received telegram request Marine Employers Association, Mr. Turner Chairman, alleging conditions situation already stablized and efforts Department only results in disturbing. This telegram received two days ago and was addressed to Commissioner of Labor, Washington, D. C. which occasioned some delay. Will you please acknowledge receipt telegram to Mr. Turner. Matter entirely in your hands, we unfamiliar with local aspects. This for your information.

Kerwin

- - - - - - - - - - - - - - - - - - -

Attest:

Director of conciliation

HLK/C

11-27

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

done

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT COMMERCIAL NAT'L BANK BLDG., 14th & G STS., N. W. WASHINGTON, D. C. ALWAYS OPEN

1923 NOV 20 AM 12 26

XA740 128 4 EXTRA NL 1/70

MOBILE ALA 19

COMMISSIONER OF LABOR

WASHINGTON DC

THE STRIKE OF LONGSHORE LABOR WHICH OCCURED OCTOBER FIRST HAS BEEN SETTLED BY EMPLOYMENT OF OTHER LONGSHORE LABOR ENTIRELY SATISFACTORY TO ENTIRE SHIPPING INTERESTS AT PORT OF MOBILE STOP MR DUNNIGAN COMMISSIONER OF CONCILIATION DEPARTMENT OF LABOR CALLED UPON OUR CHAIRMAN FRIDAY NOVEMBER SIXTEENTH AND WAS ADVISED THAT STRIKE WAS ENDED CONDITIONS WERE NORMAL AND THERE WAS NOTHING WHATEVER TO ADJUST STOP MR DUNNIGAN IS STILL IN MOBILE AND NOW

U.S. LIBRARY
NOV 20 '23
CHIEF CLERK
DEPT. OF LABOR

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT COMMERCIAL NAT'L BANK BLDG., 14th & G STS., N. W. WASHINGTON, D. C. ALWAYS OPEN

SHEET 2/58

XA740

CALLING UPON INDIVIDUAL MEMBERS OF ASSOCIATION TO OFFER HIS SERVICE WHICH ACTION IS CONSIDERED UNNECESSARY BY THE MEMBERS STOP AS THERE IS NO NEED OF SERVICE OF MR DUNNIGAN IN ADJUSTMENT OF SOMETHING ALREADY SETTLED AND HIS CONTINUED PRESENCE CAN ONLY RESULT IN DISTURBING A SITUATION ALREADY STABILIZED WE RESPECTFULLY REQUEST HIS WITHDRAWAL BY WIRE

MARINE EMPLOYERS ASSOCIATION BY HORACE TURNER CHAIRMAN.

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT COMMERCIAL NAT'L BANK BLDG., 14th & G STS., N. W. WASHINGTON, D. C. ALWAYS OPEN 1923 NOV 17 AM 12 12

XA678 41 COLLECT GOVT NL

MOBILE ALA 16

H L KERWIN - 14

UNITEDSTATES DEPARTMENT OF LABOR WASHINGTON DC

TELEGRAM RECEIVED SANTACRUZ LEFT HERE THURSDAY NIGHT I CONFERRED WITH HORACE TURNER THE MAN CONTROLLING WHOLE SITUATION FRIDAY AM ALSO WITH FRICKE CONFER WITH LEADING STEVEDORE COMPANY SATURDAY CONFIDENT NO SETTLEMENT POSSIBLE WILL FORWARD COMPLETE REPORT SPECIAL DELIVERY SATURDAY MORNING

DUNNIGAN.

file

IN REPLY REFER TO

UNITED STATES SHIPPING BOARD

WASHINGTON

November 16, 1923.

Mr. H. L. Kerwin,
Director of Conciliation,
Department of Labor,
Washington, D. C.

Dear Sir:

In the absence of Mr. J. C. Jenkins, Director, Industrial Relations Division, we are attaching a copy of telegram just received from Mr. Santa Cruz, District Director, United States Shipping Board, New Orleans, La., covering action taken by the employers in connection with the labor dispute at the Ports of Mobile, Pensacola and Gulfport, which telegram is fully explanatory and is being sent you for your information at the request of Mr. Dunnigan, your representative.

Very truly yours,

J. C. JENKINS
Director of Industrial Relations

By M. G. Irvine
M. G. IRVINE
Assistant to Director.

10-41

file

TELEGRAM

NEW ORLEANS LA 1118A NOV 16 1923

JENKINS

SHIPPING BOARD WASHINGTON DC

Employers conference this afternoon declined out proposal for equalization wage east Gulf ports in resolution part as follows:

> "Association representing all shipping interests ports Mobile Pensacola and Gulfport controlling about seventy five percent ships at these ports have individually and irrevocably voted not to increase wages thereby needlessly increase operating costs of ships privately operated already suffering operating losses unanimously agreed no economic reason for increasing basic wage at ports and ask Board to act in concert with employer and not needlessly and unjustifibly increase basic wage on Government ships thereby increasing losses".

Dunnigan kept out of picture but will remain few days to see what can develop both agreed any action impossible with Employers consent and matters should rest as is temporarily meantime will have detailed efficiency report prepared immediately covering all activities from commencement strike. Mail will bring you report my activities concerning. Dunnigan asks you inform Kerwin. Three thirty

SANTA CRUZ

114P

From Mobile Register

(From the Mobile Register.)

Notice to Public

The Marine Employers Association, in its effort to prevent an increase in the cost of operating ships from the Port of Mobile, has telegraphed Vice Chairman O'Connor of the Shipping Board, the guarantee embodied in telegram published below. To keep the public informed as to the efforts of this Association in behalf of the port, various communications to officials of the Shipping Board will be published from time to time as paid advertisements:

TELEGRAM

November 1, 1923

T. V. O'Connor,
Vice Chairman, U. S. Shipping Board,
Washington, D. C.

Your wire October thirtieth. The strike is ended at Mobile so far as this Association, representing every shipping interest at Mobile, is concerned. The places of those who abandoned the ships October first have been filled by other longshoremen daily becoming more efficient, and by former longshoremen forced out in beginning by threats of violence and shooting. The last ships of Shipping Board like Hastings and Ossining and Capillo have been loaded without any detention because of labor, and we have guaranteed Board there would be no additional stevedoring cost in exchange for their support. The uncertain position of Shipping Board is the only present source of disturbance and encouragement to those practicing lawlessness. The leaders of the striking negro longshoremen have actually led them to believe that you will compel the Shipping Board to come to their relief regardless of what they do; that through your control of Government ships you will defeat plans of private owners and agents and cause dismissal of present longshoremen to make places for them; and only last night at their meeting here we are advised they were again assured that you would turn over the Shipping Board ships to them not later than next week, at either seventy or seventy-five cents per hour. Is this the position you wish to be placed in, and which can be avoided by announcing your intention of standing with the other employers of longshoremen who employ the bulk of the labor. We cannot ourselves believe that the Board will disregard appeal of every private American ship line at Mobile, Gulfport and Pensacola; appeal of every maritime association at such ports; appeal of commercial organizations; of American Steamship Owners Association; Mississippi Valley Association and others, thereby increasing the Shipping Board stevedoring cost at Mobile, Pensacola, Gulfport over two hundred and fifty thousand dollars yearly, and dismissing the longshoremen who faithfully stood by the Government ships in the crisis just to satisfy a few leaders who are either indifferent to the lawlessness of those they represent or incapable of controlling them. Those longshoremen who came to rescue of our ships were promised regular employment, accordingly the seventy-five per cent of all work controlled by private lines at Mobile, Gulfport and Pensacola will be given them and other longshoremen accepted into their ranks. As to Shipping Board ships, we repeat our guarantee of no expense in stevedoring during strike, and same stevedoring cost for next twelve months as in effect past twelve months, thus saving Government treasury two hundred fifty thousand dollars at least at Gulfport, Mobile, Pensacola, in return for merely announcing publicly that the Board will accede to requests of business organizatons and stand with other ship agents by acting in concert with our association.

MARINE EMPLOYERS ASSOCIATION.
By Horace Turner, Chairman.

Copy to the President, United States.
Copy to Commissioners, Shipping Board.
Copy to Geo. J. Santa Cruz, District Mgr.
Copy to American Steamship Owners Association.
Copy to [illegible]

From Mobile Register

(From the Mobile Register.)

Notice to Public

The Marine Employers Association, in its effort to prevent an increase in the cost of operating ships from the Port of Mobile, has telegraphed Vice Chairman O'Connor of the Shipping Board, the guarantee embodied in telegram published below. To keep the public informed as to the efforts of this Association in behalf of the port, various communications to officials of the Shipping Board will be published from time to time as paid advertisements:

TELEGRAM

November 1, 1923

T. V. O'Connor,
Vice Chairman, U. S. Shipping Board,
Washington, D. C.

Your wire October thirtieth. The strike is ended at Mobile so far as this Association, representing every shipping interest at Mobile, is concerned. The places of those who abandoned the ships October first have been filled by other longshoremen daily becoming more efficient, and by former longshoremen forced out in beginning by threats of violence and shooting. The last ships of Shipping Board like Hastings and Ossining and Capillo have been loaded without any detention because of labor, and we have guaranteed Board there would be no additional stevedoring cost in exchange for their support. The uncertain position of Shipping Board is the only present source of disturbance and encouragement to those practicing lawlessness. The leaders of the striking negro longshoremen have actually led them to believe that you will compel the Shipping Board to come to their relief regardless of what they do; that through your control of Government ships you will defeat plans of private owners and agents and cause dismissal of present longshoremen to make places for them; and only last night at their meeting here we are advised they were again assured that you would turn over the Shipping Board ships to them not later than next week, at either seventy or seventy-five cents per hour. Is this the position you wish to be placed in, and which can be avoided by announcing your intention of standing with the other employers of longshoremen who employ the bulk of the labor. We cannot ourselves believe that the Board will disregard appeal of every private American ship line at Mobile, Gulfport and Pensacola; appeal of every maritime association at such ports; appeal of commercial organizations; of American Steamship Owners Association; Mississippi Valley Association and others, thereby increasing the Shipping Board stevedoring cost at Mobile, Pensacola, Gulfport over two hundred and fifty thousand dollars yearly, and dismissing the longshoremen who faithfully stood by the Government ships in the crisis just to satisfy a few leaders who are either indifferent to the lawlessness of those they represent or incapable of controlling them. Those longshoremen who came to rescue of our ships were promised regular employment, accordingly the seventy-five per cent of all work controlled by private lines at Mobile, Gulfport and Pensacola will be given them and other longshoremen accepted into their ranks. As to Shipping Board ships, we repeat our guarantee of no expense in stevedoring during strike, and same stevedoring cost for next twelve months as in effect past twelve months, thus saving Government treasury two hundred fifty thousand dollars at least at Gulfport, Mobile, Pensacola, in return for merely announcing publicly that the Board will accede to requests of business organizatons and stand with other ship agents by acting in concert with our association.

MARINE EMPLOYERS ASSOCIATION,
By Horace Turner, Chairman.

Copy to the President, United States.
Copy to Commissioners, Shipping Board.
Copy to Geo. J. Santa Cruz, District Mgr.
Copy to American Steamship Owners Association.
Copy to Mississippi Valley Association; Ports of Pensacola and Gulfport, etc.

November 5th, 1923

F. I. Thompson, Commissioner
United States Shipping Board,
Washington, D. C.

Your wire of November fifth duly received. Our association does not understand your complaint over an incomplete copy of our wire to President being received by you, inasmuch as the secretary of our association who sends out all copies assured us exact copies of our wires were sent you. However, this is immaterial. The vital thing is that the Maritime Associations representing the ports of New Orleans, Mobile, Gulfport and Pensacola, and representing the shipping interests at these ports have voted to free themselves of the dictation of certain arbitrary and dictatorial union leaders, and thereby exercise proper control over the commerce they develop. In this they are supported by commercial organizations of these ports, the privately operated American ship lines in gulf, the American Steamship Owners Association, Mississippi Valley Association and others. We note the closing portion of your telegram of November fifth as to the agreed policy of the Board. It is not clear to us just what this policy is. Does the Board endorse the position of Eastern gulf ports as to wages and working conditions? If not, just what is the policy of the Board?

MARINE EMPLOYERS ASSOCIATION
By Horace Turner, Chairman

(Paid Night Letter—7:10 p.m.)

DEPARTMENT OF LABOR

OFFICE OF THE SECRETARY

WASHINGTON

DIVISION OF CONCILIATION

170
2248

Hotel Battle House
Mobile, Alabama,
November 23rd, 1923

Hon. H. L. Kirwin,
Director of Conciliation,
United States Department of Labor
Washington, D.C.

Dear Mr. Director:-

Supplemental to my report of the Mobile, Gulfport, and Pensacola longshoremen's strike, which I mailed you under date of November 16, 1923, the following information of what has transpired here during the past week is added:

In my previous report I expressed myself as confident that an adjustment was impossible; nevertheless I continued my efforts and on November 17, 1923, I held a conference with Mr. Joseph M. Walsh, President of the Walsh Stevedoring & Contracting Company of Mobile, Ala. I stated to Mr. Walsh that I understood he was one of the most practical stevedore men to be found on any coast; that he had put in more than forty years at the business during which time he has engaged in every branch of the industry from ordinary longshoreman to that of his present position as head of the Walsh Stevedoring and Contracting Company, and my purpose in calling to interviewing him was to ascertain if a man of his experience and position could not assist in some way, either by active participation or suggestion, to re-establish industrial peace in the Gulf ports. I went on to tell him that I already had talked with Mr. Horace Turner, Chairman of the Mobile Marine Employers' Association, and that gentleman stated to me that the steamship agents were satisfied with present conditions because of the fact that plenty of labor is obtained at the prevailing rate of 55 cents an hour, moreover, it was a class of labor equally as efficient as the labor which was formerly employed. But from my own observation, gleaned from a two-days investigation along the docks, failed to convince me that the present labor, taking it as a whole, of course, was not as efficient as the labor performed by the experienced longshoremen employed prior to the strike, and as a practical man in the business would he not inform me as to just what is the existing condition.

Mr. Dunnigan, he said, I have been in the stevedoring game for forty years, started loading cargo like the men you see out there - pointing his finger toward the men, which could be seen from his office window, loading ships. I also have a reputation of being a most frank-spoken man, and as such I am going to tell you just what I think of this strike situation. I know all the men along these

docks, both black and white, knew their daddies before them. Before this trouble started I sent for about fifteen of these nigger longshoremen and got them here in my office. I said to them: "Say, niggers, you have sent me a letter here laying down a lot of new working conditions and along with them a demand for an increase in wages of two dollars a day. Well, you are not going to get it, niggers! Let me tell you what you ought to do - and I am going to send for the white fellows and tell them the same thing -, you leave the old conditions just as they are and put in a demand for, say, 65 or 70 cents an hour and you will get it, every shipper will pay it. But don't think that the steamship companies are going to stand for any two dollar raise; they don't pay it because hardly any ship owner is making any money these days". Mr. Walsh also said that he told the white men the same thing, not in just the same language as he used to the colored men, but meaning the same thing, and no heed was paid to his advice. The strike was called, with the result that all their places are now filled with non-union men. Now, let me tell you about conditions along the docks, he said. When the strike first started practically every white and colored longshoremen quit work. The Marine Employers' Association advertised in the papers for men and it was not long before men looking for work were coming from all parts of the state. We experienced no trouble in getting all the men we needed, but we were having trouble because some of them never had seen a ship before, did not know how to get aboard a ship nor how to go off after they got aboard. For the first four weeks lots of money was lost, much is lost right now, but as time goes on the men employed are becoming more and more efficient. But let me tell you, I would rather have the old men back than all the new men twice over. Personally, I am in favor of paying 65 cents an hour; things are high, and the high cost of living justifies a slight increase in wages; but I have really nothing to say relative to a wage-scale policy, the steamship agents define that policy.

Mr. Walsh's next comment was on Mr. Turner's claim that a sufficient amount of labor obtained and that it was equally as efficient as before. Speaking on this phase of the case Mr. Walsh said he agreed with Mr. Turner that a sufficient number of men can be had, but when he speaks of its efficiency he does not know what he is talking about. Why, some of these Hoosiers we have do not know a steel rail from a piece of iron pipe, I am compelled to have men right at their backs to tell them what to do next. For a long time I, myself, went down on the docks and assisted in directing the new men, something I have not done in years, until finally I became so sick and tired of it all that I just made up my mind to quit and let the steamship companies, who through their agents here dictate the labor policy in this port, pay me for that class of stevedore labor, so long as they want it.

Commenting a little further on Mr. Turner, he said that he had told Mr. Turner and other members of the Marine Association that they ought to offer a little more pay to the men, some agreed with

him, but Mr. Turner and an overwhelming majority opposed it.

Mr. Walsh also mentioned Mr. Santa Cruz' appearance before the joint meeting of the Mobile, Gulfport, and Pensacola representative, and that Mr. Santa Cruz had pleaded as no man ever pleaded before. But it done no good, he said. The agents here, especially those opposed to increasing wage, resent the Shipping Board coming in and telling them what wages they shall pay in this port. And it is done on the ground that Shipping Board vessels carry less than 25 per cent of the tonnage of the port.

In concluding his remarks, he said that sooner or later something was going to happen here. I asked him just what he meant by that. Well, he replied, something is going to happen that will stop this whole affair, just what it will be or when it will take place, I cannot say. I said, "Mr. Walsh presume you should observe some kind of an opening that might possibly give me an opportunity to come in here and adjust this matter, would you then be kind enough to advise me of same if I give you my word of honor that I will never divulge the fact?" He replied, "Yes sir; I will be glad to do so. Where can I reach you?" I instructed him that he could reach me at the Battle House here in Mobile, but if I had left to wire me in care of the Department of Labor, at Washington.

On November 19 I held separate interviews with T.R. Murry, President Murry Stevedoring and Contracting Co; T.M. Ross, British Vice Consul and Mobile agent for the Aluminum Line; T. P. Thomson, Agent for the Transmarine Line; W. Dukes, Agent Isthemian Line - U.S. Steel Corporation ships; E. E. Quincy, Agent Mallory Line; J.B. Waterman, of the Waterman Line, operating U.S. Shipping Board vessels; J. H. Jones, of Page and Jones agency, operators of Shipping Board vessels and certain other independent lines, and E.L. Davidson, Mobile and Gulfport agent for the Shipping Board. All of these agents, excepting Mr. Davidson, who, of course, favors the Shipping Board plan, are in unity so far as the main proposition of refusing to recognize the union, or the establishing of any wage rate the Shipping Board might propose if over and above the 55- cent rate paid prior to the strike, and which is the rate now paid to non-union men, notwithstanding that the Shipping Board's proposition embraces only the question of wages without recognition of the union.

Right here ~~if~~ I may say, the question might be asked as to just why I visited the various agents individually instead of endeavoring to meet them collectively in a conference through the Marine Employers' Association. My reply to a question of this character would be, that inasmuch as Mr. Santa Cruz only a few days before had met in conference with members of the Association and submitted his proposition, which was rejected, that for me to come along and request a similar conference of the association for the purpose of presenting the same identical question, would not prove very profitable to either the question or me. Such a meeting, I figured, might have too much an appearance of prodding, and also liable to cause bitter resentment. The better way, I thought,

would be to visit each agent personally and see if any weak spots might be located in their ranks, and if any weakness did appear to use it to advantage. Then one other reason, which I have already referred to, was to show the agents that a Government Department other than the Shipping Board, was interested in an adjustment.

Mr. Thompson, one of the agents with whom I talked, expressed himself as favoring a higher overtime rate than is now paid. He stated that the present overtime rate of 60 cents an hour, which is 5 cents above the regular rate now paid to nonunion men, but 27½ cents below the old union overtime rate, ought to be increased to 70 cents an hour at least. On the Shipping Board's proposition of paying a 65- cents straight time rate he was vigorously opposed.

The opinions of a majority of the agents with whom I talked do not coincide with Mr. Turner's claim that present efficiency is equal to that which prevailed prior to the strike, for nearly all agree that present efficiency is about 80 per cent. Quite a number of the agents expressed a wish that the old men were back. When pressed as to why not get together on that point, some modified their remarks by saying that they meant back without union agreement or an increase in their pay, while other said they were members of the Marine Association and as such were going to go along and do what the Association had decided upon - decline to recognize the union or adopt the Shipping Board's plan.

In a communication which I forwarded to you under date of November 18th, I mentioned that it was my purpose to see Mr. Turner a second time, the visit to be made on Monday, November 19th. I altered this plan to the extent of visiting the agents on the 19th and then calling to see Mr. Turner next day.

On my second visit to Mr. Turner, made on November 20, I called his attention to lack of harmony between some of his statements as those of some of the agents, not mentioning any one by name, as I had given the various agents to understand that while I might quote remarks, I did not porpose to divulge names. This, I may say, was done to guard against getting myself or any one else into a controversy. Mr. Turner went into a lengthy statement - a thing he is adept in -, similar to the one he made on my first visit to him, and when he arrived at the question of a difference in opinion between the agents and himself, he said, " Some of the agents may differ in some minor respects, but taking the question as a whole, I think, you will find they are all pretty much in accord." I proposed, as I did at our first meeting, that he consent to meet a small committee of the men and we all get together and take up what he now termed "minor respects", and that possibly the straightening out of the little things might lead to an adjustment of the big things. Without going into detail as to his answer, just permit me, Mr. Director, to say, that he declined as before.

On November 20th, Mr. Santa Cruz, from his New Orleans' office, called me on the long distance inquiring as to how I was making out. I gave him a brief resume of my activities since he left and that I was to hold a conference with union representatives that afternoon. He expressed himself as satisfied and that he thought I ought to continue on. He advised me that he had sent a Mr. Saunders of his office to Mobile to compile an efficiency report of work done on Shipping Board vessels during the strike, and he would like for me to have a copy of same.

Knowing that Mr. Fricke, I.L.A. representative, had left Mobile on the 18th, for his home in Galveston, Texas, and also cognizant that the three local longshoremen's unions had meetings of their respective locals scheduled for the nights of November 20th, 21st, and 22nd. I consider it a good idea, especially in the absence of Fricke, who heretofore had done nine-tenth of all the talking, to call in the Presidents and inquire of them, free from Frickes' influence, as to just what is the present temperament of their membership, as what they as officers think of the present situation, and what report will they submit to their locals.

On November 20th, I had before me J.J. Convy, representative of the white longshoremen's union, and W.S. Smith and H. Thompson, representatives of the two colored longshoremen's unions. In order to propound to these men the question which I have outlined in the preceding paragraph, I began by telling this committee that I presumed that Mr. Fricke, who had been conferring with me daily prior to his leaving Mobile, had advised them as to what I had said to him from time to time; but now that he has gone I deemed it advisable and proper to call them before me and report as to what the conditions are at the present time, and also for the purpose of making some inquiries myself. I first called their attention to the fact that I had made a personal visit to all the steamship agents and stevedores; that I had held two meetings with Mr. Turner, chairman of the Association, and while I labored most diligently to effect an adjustment, I had not as yet been successful. I then asked the Committee to give me their opinions, the feelings of their membership, and what report they as officers were going to make to their locals at the meetings scheduled for this week.

Mr. Convy, of the white longshoremen's union, said that men of his local were becoming very restless, and what I am going to do, he said, is to go before the union and explain just what the conditions are. I am going to tell the union that Mr. Fricke has left town, that Mr. Santa Cruz accomplished nothing, and a United States Department of Labor man is here, but up to the present he has not been able to bring about a settlement. When I tell them this there will be a rush tomorrow morning to get their jobs back. H. Thompson, of colored Longshoremen's Union, Local 1022, spoke

up and said, "If I tell my men that, they'll go do the same thing; but I don't tell my men all I know." W. S. Smith, representing the other colored local, was asked by Mr. Thompson as to what he thought about it. Mr. Smith replied that it looked to him like the strike was lost, and they might as well tell the men now as any other time. Mr. Thompson rejoined by saying that if that was going to be done the union would be disorganized and he would not like to see that take place. Addressing the two men he said, "You men know, we all went into this thing together and when we go out we ought to all go out together and not by the men of one union rushing back to work and then the men of the other two unions rushing to do the same thing." The two delegates agreed with him.

Mr. Thompson then said to me, "You know, Mr. Dunnigan, we all sure thought that the Shipping Board was going to come in and do as well by us as they did with Galveston, New Orleans, and New York." At this point I inquired as to how many men had deserted the unions. Mr. Thompson said he could not answer for the other unions, but in his union about forty-seven had deserted in the last two days and many other were following suit. The two other representatives gave no figure, but said quite a number. All three representatives agreed that the strike would not have lasted this long had it not been for the men believing that the Shipping Board would raise wages here, and that such action would have a tendency to influence the private steamship lines to do likewise.

All during the time this colloquy was going on, I was hastily considering in my mind as to just what would be the position of the Shipping Board were these unions to suddenly declare the strike off. And it looked very much as though things were headed that way. I know that the Shipping Board is favorable to establishing a 65 - cent rate in Mobile, Gulfport, and Pensacola. The Shipping Board's desire to establish this rate is predicated upon the grounds, first, that of the efficiency of union labor as against the inefficiency of non-union labor; second, because of the desire to establish a more equitable differential in the rates as paid by the ports of Galveston, and New Orleans on the one hand as against the rates paid by Gulfport, Mobile, and Pensacola on the other hand. Realizing I had come here for the express purpose to get together the private agents and the unions' representatives and endeavor to have them adopt a rate of 65- cents an hour - the rate Mr. Jenkins had advised me the Board was willing to establish, but that it desired to put it into effect without raising the criticism which the Board's action provoked in New Orleans when the 80- cent rate was established -, that for me to allow the unions to call the strike off at this time it might preclude the Board from giving efficiency as one of the two reasons for advancing wages, and if the men were to return to work without an agreement or an increase in wage, and the Board then comes along and established the 65-cent rate on its ships, they in all probability will be subjecting themselves to a more scathing denunciation than had they increased

wages while the strike was still on. So in order that I might have an opportunity to thoroughly consider the matter, I suggested to the union officials that in making a report to the meetings to be held during the week that their reports be presented in a diplomatic manner, and a true expression be obtained from the membership as to just how it feels at this time; that if the membership is inclined to return to work that it do so in a uniform and orderly manner. I suggested a good plan to follow out would be for the three presidents to get together after the locals had held its meetings, and if it was the concensus of opinion that the strike was lost, to then arrange to hold a joint meeting of the three unions for the purpose of taking joint action, and this joint meeting to be held sometime during the week of November 26th to Dec. 1st. This plan was proposed by me so as to give the Board time to act. This plan was adtoped; also the understanding that each president would report to me the action taken by their organization.

After everything had been agreed to, Mr. Thompson made a statement, which was corroborated by Mr. Smith, in which he asserted that the colored unions did not desire a strike. What the colored unions - colored membership in Mobile, 675; white membership in Mobile, 104 - desired to do, he said, was to continue working and arbitrate the differences, but Mr. Fricke ordered them to strike on the grounds that their demands would not be considered if they continued to work. A rule of the hotel is for colored men to use the back elevator, so when the men left my room I walked to the end of the corridor to see that the colored men were properly taken care of. After the elevator descended, Mr. Convy stated to me that Mr. Fricke was not to blame for the strike, but the colored men, and white men also, had voted to strike. Mr. Santa Cruz, Mr. Turner and many of the steamship agents assert that Mr. Fricke is responsible for the colored men going out, and now the colored union officials saying the same thing, makes it quite certain.

On the morning of November 22, Mr. Convy, the white representative, came to my room to advise me of the action taken by his union the night before. He stated that his men had voted to wait a little longer and see if the Shipping Board would not grant something; but in the event it did not, the men were never to return to work. I asked him if he really believed the men would adhere to such a plan. He said he felt that as soon as the men were convinced that the Shipping Board was not going to increase wages the men would seek their old jobs.

I had given all these facts serious consideration since the day before, and I finally decided to go to New Orleans and confer with Mr. Santa Cruz. So I wired him as follows:* "Will arrive on 7:25 traintonight, November 21. Meet me at St.Charles Hotel 7:35 P.M. Serious developments of yesterday afternoon and this morning necessitate this conference. I wish to return here

on 9:05 P.M. Train. Answer? He 'phoned me to meet him at Bay St. Louis, Miss. Bay St. Louis is between Mobile and New Orleans.

I arrived at Bay St. Louis November 21, at 5:13 P.M. Meeting Mr. Santa Cruz I explained to him all that had transpired here since he left on November 15th. up to and including my conference with Mr. Convy on the morning of the 21st. I emphasized the fact that if the Board was to give the strike as one of the reasons for putting into effect the 65- cent rate, it would necessitate speedy action as I did not think the men would remain on strike much longer. Mr. Santa Cruz did not see this in the same light as did I; for he stated, that while he was confident the Board eventually will increase wages at Mobile, Gulfport and Pensacola, he did not believe it will be done just at this time. He said the Board will be in just as advantageous a position to defend itself should it increase wages after the strike is declared off, as it would be if increases were granted while the strike is still on. If the strike is off the Board, in fact, can increase wages and defend its position on the grounds that it had done so as a matter of justice, and thereby be free from the criticism that a labor union forcing it to be done. I said, "If that is the case, why keep the poor devils out any longer?" We finally agreed to let the case drift along until Monday, November 26, as on this day Mr. Santa Cruz is to return to Mobile for the purpose of making a second attempt to convince the private agents to establish the 65-cent rate. The gentleman said he would write Mr. Jenkins next day about our conference. He also suggested that it would be a good idea for me to remain in Mobile and keep in touch with the situation until his arrival. At this conference Mr. Santa Cruz presented me with a copy of the efficiency figures as compiled by his statistian, the same is herewith inclosed. After this conference I returned to Mobile on the 9:30 P.M. train.

On November 23 Messrs. Smith and Thompson of the colored unions came to me and reported the action of their meetings. Shortly after we had began talking, Mr. Convy came in and with him Mr. C. Everritt, representative of the Pensacola white longshoremen. The colored representatives stated that their unions were going to stay out a little while longer and see what the Shipping Board will do. They also requested that I give my opinion as to whether or not I thought the Board will increase wages. My answer was that as I am not in the confidence of the Shipping Board I, of course, cannot say as to what the Shipping Board will do. I did, however, give them this opinion: "That irrespective of you men declaring the strike off or declaring to continue it, it will not, in my opinion, influence the Shipping Board one way or the other. For instance let me point out to you men just what I mean. Suppose you men were to declare this strike off today and your men all went down to the docks to look for work, many of them will be employed and equal number of the inexperienced men now in your place will be discharged. Then after things become more settled the Shipping Board officials no doubt would insist on the more experienced men being employed on their boats. Then suppose that the Shipping Board finally decides to in-

crease wages, don't you suppose the Board is also going to insist that the more experienced men be employed. You know, I said, the Shipping Board signs no union agreements, but I presume that should the Board increase wages it will make similar arrangements with the union men here as was made with the union men in New Orleans and other ports."

Mr. Everitt, speaking for the Pensacola union, said that whatever action was taken by the Mobile unions the Pensacola unions will do likewise. At the present time his union was standing firm.

Just what will be the development in the forthcoming week, I cannot say, indications, however, seem to point to an early returnto work.

Respectfully submitted

E. H. Dunnigan

Commissioner of Conciliation

(2 Inclosures)

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DIVISION OF CONCILIATION

170 C2
2248

Battle House Hotel,
Mobile, Ala. November 15,1923

Hon. H. L. Kerwin,
Director of Conciliation,
United States Department of Labor,
Washington, D.C.

Dear Mr. Director:

I have the honor of submitting to you my report of the longshoremen's strike at Gulfport,Miss., Mobile, Ala, and Pensacola, Fla., which is as follows:-

At your suggestion, Mr. Director, which was based on a request made to you by Mr. Caldwell Jenkins, Director of the United States Shipping Board's Bureau of Industrial Relations, that I call at the Board's Washington office and go over with him the longshoremen's strike situation in New Orleans, La., which I had recently endeavored to adjust, I visited Mr. Jenkins on November 3,1923, and gave him an oral resume of my activities and observations similar to those contained in my reports to you under dates of October 25th, and 27th.

After Mr. Jenkins had listened to my statement relative to the New Orleans situation, he said that the Board was well satisfied with the conditions in that port; all of its vessels were being loaded or unloaded in a more efficient manner under the new adjustment with the unions than was done under the old conditions prior to the strike. But where we are now having difficulty, he said, is at Gulfport, Mobile and Pensacola where we have made no settlement of any kind. I stated to the gentleman that I was very much surprised to hear that, as a few days prior to my leaving New Orleans I had conferred with Mr. Santa Cruz, Shipping Board representative at New Orleans, relative to conditions in those three places, and he advised me that he had just returned from a trip to those three ports where he had made a personal survey and he found everything was working out fine. Mr. Jenkins replied to this by saying that Mr. Santa Cruz was the most optimistic fellow in all the world.

file
H

Mr. Jenkins then went on to state that the Shipping Board was desirous of seeing the strike situation

at Mobile and the other two Gulf ports cleared up, and the Board to help bring it about was prepared to pay a wage rate of 65 cents an hour in place of the present rate of 55 cents, but in doing this there was the desire to avoid the embarrassment attendant to the settlement which the Board had made with the Union at New Orleans and Galveston, and for which the Shipping Board had been publicly denounced by the New Orleans Steamship Association in several lengthy statements which the Association had had printed in the New Orleans' daily papers. To work out an adjustment, Mr. Jenkins suggested that I go to Mobile and take up the case as I would any new case, not allowing it to become known that I had previously conferred with any Shipping Board representatives or knew of any desire on the part of the Board to be willing to pay 65 cents an hour. So as there would be no misunderstanding between Mr. Jenkins and myself as to just how this case was to be worked out, I said to the gentleman, "What you desire me to do is to go to Mobile and get in touch with the union officials and obtain from them their side of the controversy, then get in touch with steamship agents' representatives and obtain their side of the controversy and then follow up these two moves by making an effort to arrange with representatives of the steamship agents, representatives of the union, a representative of the Shipping Board, along with myself to all meet in joint conference where I am to endeavor to work out an adjustment on a wage basis of 65 cents an hour". Mr. Jenkins, after hearing me, said that is the plan exactly. With that understanding I left his office.

Following my conference with Mr. Jenkins I began to think out what course I would pursue in the event that the steamship representatives declined to consider the union at all. I concluded that if there should arise a situation of this character I would endeavor to work out a proposition to gain the consent of the steamship employers to pay the 65 cent rate without any agreement as to union conditions, but with the understanding that there would be no objections to employing men because of union affiliations; that if this was the best arrangement to be obtained from the employers, and my opinion dictated to me that the strike could not be adjusted along any other line, I would then bend every effort of mine toward convincing the union leaders that it would be best for them to instruct their men to return to work at 65 cents an hour and no working agreement, thereby keeping their union intact and along with it the hope and possibility of an agreement being consummated at the beginning of the next work year, than to continue the strike indefinitely with the

probability that the men would sooner or later and after much hardship, finally desert the union and accept employment at a wage rate of only 55 cents an hour.

I arrived in Mobile at 3:20 A.M. on the morning of November 10,1923: At 7:45 A.M. on that morning I received a telephone call from J.H. Fricke, President of the South Atlantic and Gulf Coast District of the International Longshoremen's Association, saying he would like to meet me. I told him to come to my room at 9 A.M. He arrived at that hour and my first question to him was how he learned so soon of my presence in Mobile. He said he had been in Washington on the 8th, and Mr. Jenkins advised him that I would be in Mobile on the 10th, and he had just arrived that morning at 5 A.M.- one hour and forty minutes after my arrival.

Mr. Fricke's purpose in wanting to see me was to present the union's side of the controversy. I listened to all he had to say and then suggested that he arrange to have representatives of the Locals in Gulfport, Mobile and Pensacola meet with me at my hotel the next day - Sunday, November 11th.

After I had made the above arrangements and Mr. Fricke had left the hotel, I went downstairs and found a telegram (same is herewith attached and marked "No. 1") from Mr. George J. Santa Cruz, requesting me to make no move or disclose my identity until he meets me Monday morning at my hotel. This telegram bore the postmark of Washington,D.C. and the date of November 9th, the same place from where Mr. Fricke had come and sent the day after his departure. What I could not understand was why they advised me not to disclose my identity, and they, themselves, advised Fricke of my presence in Mobile. I finally made up my mind to go through with the conference arranged for Sunday, but to refrain from seeing any of the employers' representatives until after I had talked with Mr. Santa Cruz.

On Sunday, November 11, 1923, I met in joint conference with the following:- J.H. Fricke, representing South Atlantic and Gulf Coast District of the International Longshoremen's Association; George T. Badgett, President Local 1089 - colored - Pensacola, Fla., 250 men on strike; Ollie Everrit, President Local 342 - white - Pensacola, Fla., 130 men on strike; Walter Switzer President Local 795 - white, Gulfport, Miss, 85 men on strike; A. Mincy, President Local 302 - Colored - Gulfport, Miss, 310 men on strike; James J. Convy, President Local

369- white - Mobile, Ala. 104 men on strike; W.S. Smith, President Local 853- colored - Mobile, Ala. 275 men on strike, and Henry Thompson, President Local 1022 colored - Mobile, Ala. 400 men on strike. Total of 1554 men on strike in the three ports.

The union representatives from Gulfport and Pensacola stated that prior to the strike, which was declared on October 1, 1923, conferences were held with representatives of the shipping interest in those ports and a new working agreement, excepting a wage-rate clause, was agreed upon by both sides; that the question of wages remained open pending the adoption of wage rates in Mobile, with the understanding that the wage scale adopted and put into effect in Mobile was to be adopted by the Gulfport and Pensacola Steamship Agencies. The union officials representing the Mobile strikers stated that two conferences were held between them and the representatives of the Mobile Marine Employers' Association, one conference on or about September 20th, the other about September 27, and the employers' representatives in both conferences gave the union representatives to understand that a renewal of the 1922-23 working conditions and wages were all that the Association would consent to. The result of this action was the Mobile men and the Gulfport and Pensacola men all declared a strike on October 1st. Of course a great variety of other questions was brought up in the Sunday conference, but the really important features were those which I briefly relate. I did, however, inform this meeting that an effort would be made by me to interview the parties interested on the opposite side.

On Monday, November 12, 1923, Mr. George J. Santa Cruz arrived at my room at 11 A.M. Mr. Santa Cruz stated that he had been to Washington and talked with Commissioner O'Connor and Director Jenkins relative to the situation in these ports, and as he (Santa Cruz) formerly lived here in Mobile for twenty-five years and was personally acquainted with the agents here and in Gulfport and Pensacola, it was decided by Mr. O'Connor and Mr. Jenkins to allow him to try his hand first, I to remain for awhile in the background. I informed the gentleman that while the new plan was contrary to the understanding which I had made with Mr. Jenkins, it was, nevertheless, acceptable to me so long as it had been decided upon by Commissioner O'Connor and Mr. Jenkins. Mr. Santa Cruz then asked me did I have an understanding with Mr. Jenkins. I informed the gentleman that I had and explained to him just what the understanding was. He said Mr. Jenkins advised him of my being in Mobile but did not mention

that I was here at his request. Why, he said, I thought you came here on your own "hook" and Mr. Jenkins just happened to know about it. At this point I mentioned to Mr. Santa Cruz the fact that Mr. Fricke was here and that I had conferred with him. He exclaimed, "Well, I'll be damnded; his presence here will have thesame effect on these steamship men as a red rag before a bull! The agents here will have nothing to do with him; and if they know you have talked with him you may not be able to see them." I asked, "Does Mr. Jenkins know this?" He replied, "Why, yes he knows it; and I don't understand why he told him you were here." Mr. Santa Cruz then advised me that his purpose in coming to Mobile was to arrange a joint meeting between steamship agents of Gulfport, Pensacola and Mobile and himself and endeavor to have them agree upon a wage rate of 65 cents an hour in the three ports, and the meeting would be held in Mobile. He said that Mr. Horace Turner, Chairman of the Mobile Marine Employers' Association, and also head of the Turner Terminal Docks, was the man who controlled the whole situation, and the first man he was going to see. He then requested me to say nothing to Mr. Fricke about his being in the city, as he did not care to meet him at this time for the reason it might impair his efforts if the steamship agents knew he had talked to Fricke; also that I refrain from meeting any steamship representatives until after he had held his conference with them.

It took Mr. Santa Cruz from Monday, November 12, to Wednesday, November 15, to arrange his meeting, which he finally succeeded in arranging for Thursday morning November 15. During these three days Mr. Fricke called at my hotel each evening at 6 P.M. to learn what progress I was making. I was advising him that I was making a trip to Mr. Turner's plant - located quite a distance from the center of the city - each morning and afternoon but unable to catch the gentleman in. This procedure continued until two nights before Mr. Santa Cruz's joint meeting. On that night, to be exact Tuesday, November 13, Mr. Santa Cruz came to my room to advise me of the progress he was making, a practice he had followed each day. I told him on this night that I no longer could conscientiously tell Mr. Fricke when he called the third night that I again failed to see Mr. Turner. He talked the matter over and concluded that when Mr. Fricke called Wednesday night I was to explain to him that Mr. Santa Cruz was here endeavoring to arrange a joint conference, and it was his wish to do so as quietly as possible, and also prior to me beginning activites; that in deference to the gentleman's wish I had agreed to purposely say to Mr. Fricke that I was unable to find Mr. Turner at his office when I called, when as a matter of fact I was not even trying to see Mr. Turner; that this plan had been carried on in the best interest of all concerned, but no intention of continuing it so long. After I had made this explanation

I was to request Mr. Fricke to make no mention of the fact of his having knowledge that Mr. Santa Cruz was in town.

When Mr. Fricke called to see me the third night, the very first thing he mentioned was that he had heard that afternoon that Mr. Santa Cruz was in town, and that he has been here three days. I then explained the situation. Mr. Fricke replied that he thought it queer that I could not locate Mr. Turner, but after he learned of Mr. Santa Cruz' being here for three days he concluded I must have good reasons for saying I was unable to see Mr. Turner. He also stated that he realized Mr. Santa Cruz was up against a difficult proposition here, and he would not in any way embarrass the gentleman.

On November 15 Mr. Santa Cruz met the steamship representatives of the three ports in joint conference here in Mobile. As to what Mr. Santa Cruz said to the men assembled in that conference can be best understood, I think, by reading the resolution (a copy of same is attached herewith marked "No.2" which was adopted by the conference and delivered to Mr. Santa Cruz as their answer to his proposal. The copy of the attached resolution was furnished me by Mr. Santa Cruz.

Just prior to Mr. Santa Cruz' departure from here on Thursday afternoon, November 15, we considered the case as it then stood. We are in accord in believing that the shipping interest in Mobile and the other two ports are determined to carry out their answer given in resolution form. The Mobile agents, lead by Mr. Horace Turner, control the Gulf situation so far as the three ports are concerned. Mr. Santa Cruz, a day or two before the joint conference, told me that the Pensacola and Gulfport shippers were in favor of his plan, but said they would have to be guided by what Mobile determined upon. Even in the conference, he said, the Pensacola representative argued for his proposition, while those from Gulfport, whom he had figured as favorable to his proposal, took sides with Mobile. Our final conclusions are that it would be well for me to go and have a talk with Mr. Turner and Mr. Joseph Walsh of the Walsh Stevedoring & Contracting Company, if for no other reason than to let them know that a Government Department other than the Shipping Board is interested in seeing a settlement made.

On November 16 I called to see Mr. Turner

and explained to him my mission. He immediately launched into a denunciation of Government agencies by saying that the Interstate Commerce Commission, the United States Shipping Board and all other agencies of the Government with whom the Mobile steamship interest have ever dealt with were unjust, arbitrary and discriminating in decisions affecting Mobile; that things have reached the point where the Mobile interest look upon Government interference with suspicion and distain, so much so that Mobile was going along and run her affairs and let the Government run its affairs. He also said that T.V.O'Connor, before his appointment to the "Board of the Seven Incompetents," the most dispised board in the Government, was a leader in the I.L.A. and that O'Connor's chief activity in the Board is to look out for his former associates and see that their pay is increased from time to time, without any regard as to whether economic condition warrant it, or the steamship business can bear it. He said that the Shipping Board's blunder in raising wages to 80 cents an hour in Galveston and New Orleans was going to bemade a matter of investigation by Congresswhen it convened in December; that the full delegation from Louisiana, Mississippi, Alabama and Florida were going to insist that an investigation be made. That the Shipping Board knowing this are now engaged in an effort to save its own face by obtaining the consent of the shipping interest in Gulfport, Mobile and Pensacola to increase wages and thereby close up the existing differentials between the 80-cent-an-hour ports and the 55-cents-an-hour ports, and to have it appear that it was done by freewill action on the part of the Mobile and vicinity steamship interests. The remainder of his statement was along the lines embodied in the resolution handed to Mr. Santa Cruz.

I made a request of Mr. Turner that he meet a small committee of the men along with me. He would not consent to this, saying that prior to the strike he sent word to the representatives of the colored longshoremen to come in and talk the matter over. Their only reply was a letter in which they stated the union's position. The white longshoremen's representatives, Mr. Convy and Mr. Clausen, did confer with him, and he demonstrated to them that an increase in wage was impossible. He presented to these men a table (a copy of same is herewith attached marked "No. 3") prepared by army engineers of the War Department, which showed that the tonnage at the Port of Mobile was less in 1922 than in 1902, twenty years before. These men promised to present the matter to the union. He never heard from them after that. The strike then followed. After this statement, I again suggested that we all meet together and go over the whole matter. He would not consent to this, saying that there was a sufficient supply of labor and such as was now employed had reached a point of efficiency equal to that which the strikers had formerly performed.

On Saturday morning, November 17, I am to confer with Joseph Walsh, head of the Walsh Stevedoring Company, one of the largest stevedoring companies here.

Let me say in conclusion, Mr. Director, that immediately on my arrival here I began to follow out the plan agreed to by Mr. Jenkins and myself. Just why those plans were not allowed to proceed I cannot say, except that possibly Mr. Santa Cruz' personal acquaintance with the steamship men here and in the other two ports might have influenced Mr. Jenkins to allow Mr. Santa Cruz to try his hand first. My personal opinion is that a settlement is impossible.

One fact that I neglected to mention was that Mr. Fricke called to see me Friday night and he seemed confident that the Shipping Board would eventually raise wages here. I inquired as to what wage the union would consider satisfactory. He said about 65 cents an hour. I, of course, did not give him any encouragement. He also informed me that he will leave here Sunday, going to New Orleans, where he hopes to see Mr. Santa Cruz.

After you have read this report I wish you would inform me if I should proceed to Galveston and take up the machinists and boiler-makers' threatened strike.

Respectfully submitted

E. H. Dunnigan

Commissioner of Conciliation.

(3 Inclosures)

(NO. 1)

[Telegram]

Nov. 9 AM 11 26

F Washington DC 9 1200 P

E. H. DUNNIGAN

CARE BATTLEHOUSE MOBILE ALA

UNDERSTAND YOU AT MOBILE IN EFFORT SETTLE LABOR SITUATION STOP THAT SITUATION VERY DELICATE AND AS AM VERY FAMILIAR WITH SAME AND PERSONALLY ACQUAINTED WITH EMPLOYERS SUGGEST YOU MAKE NO MOVE OR DISCLOSE IDENTITY UNTIL I SEE YOU MONDAY MORNING AT BATTLE HOUSE

G. J. Santacruz

HORACE TURNER,
Chairman

SPENCER TALLMADGE,
Vice-Chairman

RICHARD MURRAY,
Secretary

No 2

Marine Employers Association of the Port of Mobile

Whereas the representative of the Shipping Board asked for a joint conference with the Maritime Associations, representing all the Shipping interests of the Ports of Mobile, Pensacola and Gulfport, and did present a proposal to join with the Shipping Board in raising the wages of longshore labor at the three ports;

And Whereas, the representatives of the Associations of the ports of Mobile, Pensacola & Gulfport, assembled at Mobile November 15th, 1923, did explain to the representative of the Shipping Board that their present longshore labor was satisfied with present basic wage, which is the same basic wage in effect for past year and which is approximately 40% higher than the undisturbed basic wage of competing South Atlantic ports;

And Whereas, those stevedores who had contracts with the Shipping Board during the past year have now renewed their contracts at the ports of Mobile, Pensacola and Gulfport for the next twelve months upon exact same wage basis as that heretofore in effect, thus re-establishing the exact same loading costs to the Shipping Board for another twelve months;

And Whereas, the Associations, representing all the Shipping Interests of the ports of Mobile, Pensacola & Gulfport, and controlling about seventy five percent of the ships at these ports, have individually, and irrevokably, voted not to increase wages, and thereby needlessly increase the operating costs of the ships, privately operated, already suffering operating losses;

Therefore, Be It Resolved, That the representatives of the three Associations, representing the shipping interests of Mobile, Pensacola and Gulfport, assembled at Mobile November 15th, 1923, do unanimously agree that there is no economic reason for increasing the basic wage at Mobile, Pensacola and Gulfport, which is borne out by the fact that the competing ports of South Atlantic are maintaining a far lower basic wage, and, again, they ask the Shipping Board to act in concert with their associations and the other employers of longshore labor and not to needlessly and unjustifiably increase the basic wage only upon Government ships, thereby increasing the operating losses of the Government ships for no economic reason.

MARINE EMPLOYERS ASSOCIATION.
RICHARD MURRAY, SECRETARY.

(NO. 3)

State of the tons of goods and their value,
passing through ports of Mobile and New Orleans.

	MOBILE		NEW ORLEANS	
	Tonnage	Value	Tonnage	Value
1902	1,746,219	$29,565,526	3,385,686	$217,887,867
1903	1,099,738	32,562.750	3,062,506	220,930,296
1904	1,131,008	36,519,046	2,855,936	220,712,403
1905	1,755,213	47,697,160	3,478,976	227,706,950
1906	1,373,065	39,770,106	4,036,594	267,075,670
1907	2,460,710	48,424,172	3,527,097	259,032,495
1908	1,037,939	49,447,957	3,088,472	x
1909	1,415,233	48,706,940	3,368,722	x
1910	1,373,901	50,123,391	3,964,109	x
1911	1,412,350	48,272,020	4,487,726	263,361,681
1912	2,210,486	63,493,612	5,059,830	299,450,727
1913	2,212,805	61,368,688	6,442,932	315,082,532
1914	2,392,442	58,085,903	6,273,012	311,587,861
1915	1,579,804	46,440,771	6,536,132	368,825,630
1916	1,673,020	55,712,360	7,300,432	416,610,425
1917	1,816,824	66,177,622	8,026,283	549,912,038
1918	1,323,997	69,127,463	9,087,084	665,579,937
1919	1,988,500	99,847,847	9,202,773	936,343,376
1920	1,703,108	94,537,252	12,413,197	1,160,959,668
1921	1,472,322	61,975.353	15,123,036	725,504,318
1922	1,680,217	87,908112		

The "tonnage" is measured in tons of 2000pounds, and covers export, import and coastwise tonnage.

(No. 1.)

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Don't write! Telegraph, and you will be days ahead of your competitors.

RECEIVED AT 106 ST. FRANCIS ST., MOBILE, ALA., ALWAYS OPEN

1923 NOV 9 AM 11 26

X
A181 43 GOVT

F WASHINGTON DC 9 1200P

E H DUNNIGAN 278

CARE BATTLEHOUSE MOBILE ALA

UNDERSTAND YOU AT MOBILE IN EFFORT SETTLE LABOR SITUATION STOP THAT SITUATION VERY DELICATE AND AS AM VERY FAMILIAR WITH SAME AND PERSONALLY ACQUAINTED WITH EMPLOYERS SUGGEST YOU MAKE NO MOVE OR DISCLOSE IDENTITY UNTIL I SEE YOU MONDAY MORNING AT BATTLE HOUSE

G J SANTACRUZ.

HORACE TURNER,
Chairman

SPENCER TALLMADGE,
Vice-Chairman

RICHARD MURRAY,
Secretary

(No. 2)

Marine Employers Association of the Port of Mobile

Whereas the representative of the Shipping Board asked for a joint conference with the Maritime Associations, representing all the Shipping interests of the Ports of Mobile, Pensacola and Gulfport, and did present a proposal to join with the Shipping Board in raising the wages of longshore labor at the three ports;

And Whereas, the representatives of the Associations of the ports of Mobile, Pensacola & Gulfport, assembled at Mobile November 15th, 1923, did explain to the representative of the Shipping Board that their present longshore labor was satisfied with present basic wage, which is the same basic wage in effect for past year and which is approximately 40% higher than the undisturbed basic wage of competing South Atlantic ports;

And Whereas, those stevedores who had contracts with the Shipping Board during the past year have now renewed their contracts at the ports of Mobile, Pensacola and Gulfport for the next twelve months upon exact same wage basis as that heretofore in effect, thus re-establishing the exact same loading costs to the Shipping Board for another twelve months;

And Whereas, the Associations, representing all the Shipping Interests of the ports of Mobile, Pensacola & Gulfport, and controlling about seventy five percent of the ships at these ports, have individually, and irrevokably, voted not to increase wages, and thereby needlessly increase the operating costs of the ships, privately operated, already suffering operating losses;

Therefore, Be It Resolved, That the representatives of the three Associations, representing the shipping interests of Mobile, Pensacola and Gulfport, assembled at Mobile November 15th, 1923, do unanimously agree that there is no economic reason for increasing the basic wage at Mobile, Pensacola and Gulfport, which is borne out by the fact that the competing ports of South Atlantic are maintaining a far lower basic wage, and, again, they ask the Shipping Board to act in concert with their associations and the other employers of longshore labor and not to needlessly and unjustifiably increase the basic wage only upon Government ships, thereby increasing the operating losses of the Government ships for no economic reason.

MARINE EMPLOYERS ASSOCIATION.
RICHARD MURRAY, SECRETARY.

DEPARTMENT OF LABOR
OFFICE OF THE CHIEF CLERK

SUBJECT:

No. 170

14—193 2878

By [illegible] Date 8/24/26

SUMMARY OF FINAL REPORT OF COMMISSIONER OF CONCILIATION

(To be submitted with the final report)

New York N.Y. Jan 20, 1926

CASE
- Name of company: J. Greenspan
- Location: New York City
- Industry affected: Upholstering

NATURE OF DISPUTE (strike or controversy?): Strike

CRAFT OR CRAFTS CONCERNED: Upholsterers

CAUSE OF DISPUTE: Attempt on the part of Upholsterers Union Local # 76 - to unionize the workers employed at the factory of J. Greenspan.

DURATION OF DISPUTE
- Beginning: Feb 12 - 1925
- Ending: Oct 5 - 1925

FINAL DISPOSITION (adjusted, unable to adjust, or other arrangement): Adjusted

TERMS OF SETTLEMENT: The Employer secured negro workers to replace certain employees, thus successfully resisting the Union's efforts at organization of his factory.

TOTAL NUMBER OF EMPLOYEES OF COMPANY: 40

NUMBER DIRECTLY AFFECTED BY THE DISPUTE: 30

NUMBER INDIRECTLY AFFECTED: 10

Charles Bendheim
Homer J. Brown
Commissioners of Conciliation.

file

GOVERNMENT PRINTING OFFICE
3-54

WASHINGTON

20 18

PRELIMINARY REPORT OF COMMISSIONER OF CONCILIATION.

RE Local 76 Int Union Upholsterers vs I. Greenspan New York, March 27, 1925

Mediation requested by Department

Commissioners S. Brownland Bendheim

Date of assignment March 24, 1925

To the HONORABLE, THE SECRETARY OF LABOR:

For your information I have the honor herewith to submit a preliminary report of my efforts as Commissioner of Conciliation

in the { ~~trade dispute~~ / ~~impending strike~~ / strike } affecting { upholsterers belonging to Local Union No. 76, U.I.U.

Questions involved: Unionization of shop, wages, hours and working conditions.

Number of employees directly affected Thirty one (31)

Number of employees indirectly affected Ten (10)

Status of negotiations prior to arrival Workers on strike. Negotiations ineffective.

Conferences held at 35 E 2nd St. & 202 E 100 St. N.Y.C., with

Pierce H. Deamer	representing	Union	March 25-1925 (Date.)
Herman Alpert	representing	Union	" " " (Date.)
I. Greenspan	representing	Employer	" 27 " (Date.)
Frank Greenspan	representing	"	(Date.)
David Feld	representing	"	(Date.)
	representing		(Date.)
	representing		(Date.)

Remarks: The establishment of I. Greenspan is still being picketed by members of Local Union No 76, Upholsters. It has been in progress since about February 12, the chief contention being over shop unionization.

Homer J. Brown

Charles Bendheim

Commissioners of Conciliation.

Imperial Hotel, N.Y.

(Address.)

14—763

Fer 3-54

March 24, 1925.

170/2876

Messrs. Charles Bendheim and
Homer J. Brown,
Imperial Hotel,
New York City.

Gentlemen:

The following strikes have been reported to the Department and it is desired that you get in touch with same;

1. Joshua Rosenthal & Co., 58 E. 13th St. New York.

2. Metropolitan High Grade Co., Clothing Workers, Port Chester, N. Y.

3. Greenspan Shoe, Upholsterers Local #76, New York.

Very Truly yours,

Director of Conciliation

For original of the above see file number 170-2876

DEPARTMENT OF LABOR
OFFICE OF THE CHIEF CLERK

SUBJECT: LONGSHOREMEN, PHILADELPHIA, PA.

NO. 170
2936

14—193

SCREENED
By KHW NARS, Date 8/20/84

~~SUMMARY OF FINAL~~ REPORT OF COMMISSIONER OF CONCILIATION

(To be submitted with the final report)

May 21st 1925, 192

CASE
- Name of company Longshoremen Philadelphia
- Location
- Industry affected Shipping

NATURE OF DISPUTE (strike or controversy?) Strike

CRAFT OR CRAFTS CONCERNED Longshoremen

CAUSE OF DISPUTE Demand for Union agreemend and changes in working conditions

DURATION OF DISPUTE
- Beginning May 1st 1925
- Ending May 8th 1925

FINAL DISPOSITION (adjusted, unable to adjust, or other arrangement)

Adjusted

TERMS OF SETTLEMENT ~~XXXXXXXX~~ arrangment made whereby men returned to work under the old conditions with the promise from the shipping Board that when the next agreement was made with the Longshoemen for other Ports in October this yeat Philadelphia would be included and in the meantime I.L.A. members be given preference in the work.

TOTAL NUMBER OF EMPLOYEES OF COMPANY 3000

NUMBER DIRECTLY AFFECTED BY THE DISPUTE 3000

NUMBER INDIRECTLY AFFECTED -

J. F. Dewey
Commissioner of Conciliation.

GOVERNMENT PRINTING OFFICE
4-52

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

170/2936

PRELIMINARY REPORT OF COMMISSIONER OF CONCILIATION.

May 5th 1935, 191

RE

Mediation requested by

Commissioner

Date of assignment, 191

To the HONORABLE, THE SECRETARY OF LABOR:

For your information I have the honor herewith to submit a preliminary report of my efforts as Commissioner of Conciliation

in the { ~~threatened~~ dispute / ~~impending~~ strike / strike } affecting { International Longshoremens Assn / Philadelphia Pa }

Questions involved: Demand for an agreement

Number of employees directly affected 3,000

Number of employees indirectly affected -

Status of negotiations prior to arrival strike took effect May 1st

Conferences held at Philadelphia with

Capt Patton representing U S Shipping Board, (Date.)

Jos Ryan representing Intl Longshoremens Assn, (Date.)

Mr. Franklin representing " , (Date.)

representing , (Date.)

representing , (Date.)

representing , (Date.)

representing , (Date.)

representing , (Date.)

Remarks:

fin 4-52

J F Dewey
Commissioner of Conciliation.

14—763 (Address.)

Chester Pa. May 5th 1925

Mr. H. L. Kerwin,
Director of Conciliation,
Washington, DC.

Dear Mr. Kerwin :-

I arranged a conference between Capt Patton of the Shipping Board and Vice President Ryan and Organizers Franklin of the Longshoremen. They told Capt Patton that the settlement of the strike depended entirely on the attitude of the U S Shipping Board as all the Employers said they would move when they saw what the Shipping Board would do.
I talked with the Washington office of the Board by Phone and was advised by Capt Jenkins, Commissioner of Industrial relations that they were not inclined to agree to any changes in working conditions at this time but suggested the men be urged to return to work and put their demands up to the Board for consideration. Capt Patton had been refusing to even meet the I.L.A. people up to that time. Mr. Jenkins instructed Mr. Patton to meet them and hear what they had to day and submit it to Washington.

Capt Patton reported to Washington the subject matter of the conference and another meeting was arranged for today but the Shipping Board did not agree to anything and the strike remains in effect.

President Klopec is in Washington now trying to secure some settlement from the Shipping Board and word is awaited from him. The I.L.A. offered to return their men to work if they got recognition and a 44 hour week during the summer months as is now being worked in other Ports.

Vice President Ryan very bitterly complains against the Government through the shipping Board denying the I.L.A. recognition in view of the support given the Administration in the last Campaign. He stated that he was razzed about this by other Union Leaders.

Considerable disorder occurred yesterday and 19 members of the I.L.A. were arrested for disorderly conduct. One man was shot.

The I.W.W. are manning the ships and doing all they can to break the strike with the hope of getting control of this Port as they had in 1922.

file

EF 52

The Employers Claim they are working the ships with sufficient men and they declare the strike ineffective, which is disputed by the I.L.A. There is no question about it that the action of the I.W.W. in taking the places of the I.L.A. men has caused a ~~xxxx~~ partially effective strike. The Employers admit one firm partially crippled but they say all others are working.

The facts are if the I.L.A. lose the strike the I.W.W. will absolutely regain control of the Port of Philadelphia so far as Longshoremen are concerned and the situation prevailing in 1922 will be restored.

In as much as this situation will likely get to the President upon representation of President Klopec or other officers of the ILA, I suggest that you acquaint the Secretary with the fact that the I.L.A. makes the claim the Shipping Board holds the key to the situation and they are refusing to sign an agreement with the I.L.A. for the Port of Philadelphia although they are reported to have agreements with this Union for other Ports on the Atlantic Coast.

The Shipping Board people say they cannot offend the local shipping interests who are determined to maintain an openshop in Philadelphia and if the Shipping Board was to sign up with the I.L.A. it would only mean for shipping Board work and they claim this would amount to only a fraction of the Longshore work in Philadelphia. The policy of the Board it is said is to accept Labor conditions as they find them and as the Philadelphia Employers are for the openshop they say they would not be in a position to take a different attitude from that assumed by the Philadelphia Employers.

Yours very respy

J. F. Dewey

NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

57W LN 60 COLLECT GOVERNMENT 179/2925

NEW INTERIOR BUILDING,
FRANKLIN 7100 - BRANCH 47

PHILADELPHIA PENN 1044A MAY 1 1925

H L KERWIN

C57

DEPARTMENT OF LABOR WASHINGTON DC

LONGSHOREMEN WENT ON STRIKE TODAY I W W REMAINED IDLE ALSO ACCOUNT MAY DAY I L A SAY COMPLETE TIE UP BY NOON STOP SHIPPING BOARD OFFICE CLAIMS REPORTS REACHING THEM FROM EMPLOYEES THAT ALL SHIPS ARE WORKING WITH NORMAL FORCE FACTS ARE SOME WORK STILL GOING ON WITH SMALL GANGS BUT THESE WILL LIKELY STOP LATER IN DAY

DEWEY

1115A

fw 4-52

170/2926

Chester, Pa. April 30th 1925

Mr. H. L. Kerwin,
Director of Conciliation,
Department of Labor
Washington, D.C.

Dear Mr. Kerwin :-

The I.W.W. have recently reorganized their Local Union in Philadelphia and established headquarters at 928 Moyamensing Avenue, Philadelphia.

The Leader of this movement is a man named Fletcher, who was just recently released from Leavenworth Prison, where he served a term for violation of the War Time Laws. He is being aided by a group of Alien radicals, some of whom came here from the Northwest.

I attended a hearing at the Immigration Office today in Philadelphia which was held to deport an alien named Petersen. Petersen openly admitted coming into America without paying the necessary head Tax and testified that he was a paid organizer for the I.W.W. since 1922. When arrested Petersen had on him a lot of I.W.W. literature and other propaganda, In reply to a question from the examiner as to whether or not he believed in the American form of Government, Petersen replied " Yes if the Constitution was enforced" further examination developed that he referred to Free Speech and assemblage. Through the aid of an Attorney named Wallerstein, Petersen was released on bail. He immediately proceeded to the Water front again to stir up further dissention in the present threatened strike and remarked that his deportation would be prevented by his Attorneys for a long time to come.

On account of the demand of the I.L.A. for an agreement, some of the Employers encourage these I.W.W. membess and employ them in the Port and I am informed by reliable people that every vessel now reaching this and other Ports is bringing an increased amount of radical propaganda through the agency of seamen members of the I.W.W. who distribute it among the men. This I.W.W. situation in Philadelphia was cleared up two years ago and unless there is a stand taken by the employers at this time against them it will be only a short time until the I.W.W. may again gain complete control of the Port of Philadelphia as they did in 1922.

Mass meetings are being held each week and they are addressed by prominent radicals, copies of pamplets is attached hereto.

Further information in regard to this matter will be submitted later.

Yours very truly

J. F. Dewey

4-52

Longshoremen Seamen

and all other workers of

The Marine Transport Industry

Elizabeth Gurley Flynn

The famous advocate of the ONE BIG UNION

Will address you at the

I. W. W. HALL

928 E. Moyamensing Avenue

Friday Evening, April 24, at 8 P. M.

Be present without fail. This will be a Monster Mass Meeting if each and every worker along this Water-front who is interested in bettering his working conditions heeds this call.

Chester Pa. April 30th 1925

Mr. H. L. Kerwin,
Director of Conciliation,
Department of Labor,
Washington, D.C.

Dear Mr. Kerwin :-

The Employers absolutely refused to negotiate an agreement with the International Longshoremens Association. The Employers met in New York on Monday of this week and notified their Philadelphia Agents that no agreement would be made with the I.L.A. or no changes in wages or working conditions would be made.

The Officers of the I.L.A. arranged for a Mass Meeting at Philadelphia tonight and they informed me that they would put the matter up to the men with the result that a general strike will occur effective Tmorrow morning, May first.

I conferred today with Mr. J.N.Patton, Philadelphia Director of the U.S.Shipping Board and he informed me that he had no instructions to make any agreement with either the I.L.A. or any other organization and that the policy would continue to be Openshop unless instructions were received to the contrary. Mr. Patton informed me that it was his understanding that the Employers proposed to operate the Port of Philadelphia on an openshop basis and requested that I see him again tomorrow morning after the effectiveness of the strike is known.

The Emergency Fleet Corporation Stevedor work comprises a very large percentage of the Longshore work here and the policy regarding Labor adopted by them will largely determine the outcome of this matter.

Some of the Local Philadelphia Employers it is reported have posted notices that they will employ only members of the I.W.W. The Officers of the I.L.A. making this charge assert they personally saw such notice posted on the office of Murphy and Cook, Stevedors who do a great deal of shipping Board work. This has caused considerable bitterness to exist against the Government for permitting this to be done. The I.L.A. people say that this is being done for the purpose of using the I.W.W. to intimidate the I.L.A. from making any fight for higher wages.

4-52

The Principle demand of the I.L.A. is for an agreement with the employers, a forty four hour week during the summer months, and time and a half for time worked over eight hours, with the starting time made for eight Am each day. The basic rates of pay and not asked to be materially changed.

Mr. Patton of the Shipping Board advised me that they had notified the Stevedors that no increase would be permitted in the handling of cargo.

I received your telegram that the Shipping Board was interested and would suggest that if they have indicated that they might be willing to confer with Officiers of the I.L.A.on this matter, a telegram from the President of the Emergency Fleet or Chairman of the Shipping Board to Capt. J.N.Patton in Philadelphia to co-operate with me I believe we can effect a settlement.

Unless some instructions are forwarded to the Philadelphia Authorities of the Shipping Board in regard to making an agreement or entering a conference it will be impossible to get anywhere as Capt. Patton states that he is following instructions from his superiors, and the policy up to now has been openshop.

So far as the other Employers are concerned it is likely they would follow the lead of the Shipping Board. I expect to see a number of the Employers tomorrow and will advise promptly, developments.

There is a possibility the strike may be ineffective in which case of course the Employers will likely refuse to do anything, this will not be known until tomorrow when the strike takes place.

Vice President Ryan is now handling the matter for the I.L.A.

The attitude of the I.W.W. regarding the strike tomorrow is unknown since they had decided to call a May Day strike anyhow, but the I.L.A. people say they expect to find the I.W.W. men taking their places after the May Day demonstration.

Yours very truly

J. F. Dewey

Chester Pa. April 16th 1925

Mr. H. L. Kerwin,
Director of Conciliation,
Department of Labor,
Washington, D.C.

Dear Mr. Kerwin :-

The International Longshoremens Association on April 7th sent a letter to the Employing Stevedors and Shipping Interests in Philadelphia requesting a conference for the purpose of negotiating an agreement with the Union.
The Employers ignored the letter and refused to confer with the Union. President Klopec of the Union came to Philadelphia with his Executive Board and personally took charge of the matter.
At a meeting yesterday it was decided that another letter would be prepared and sent to the Employers asking for a conference and requesting that the same wages and working conditions be put into effect in Philadelphia as now exists in all of the other Atlantic Coast Ports. Unless an agreement is negotiated by May first a general strike will be called in Philadelphia and will effect about 7,000 and in all probability tie up the Port.
Mr. Klopec advised me today that before any action was taken and in the event that no progress was made direct with the employers he would request us to endeavor to arrange a meeting with the Firms.
The changes in working conditions in Philadelphia that an agreement would entail are a 44 hour week instead of 50 hrs now worked. An increase in wages for bulk cargo and grain loading and a straight eight hour day with a set starting time.

Involved in this situation is the contest between the I.W.W. and the I.L.A. Two years ago the I.W.W. had complete controll of the Port of Philadelphia and they called a strike. the Strike was lost and the I.W.W. Local disbanded. The I.W.W. leaders then formed an independent Local Union called the Philadelphia Longshoremans Assn. This lasted only a short time and busted up. The leaders were then induced to join the American Federation of Labor Union of International Longshoremens Assn and within the last year this latter Union succeeded in organizing almost the bulk of the longshoremen in Philadelphia. At the present time the I.L.A. has as members practically seventy percent of the longshoremen in the Port.

Just recently a Negro named Fletcher was released from Leavenworth Prison where he served a Ten year Term for

H-52

violation of the espionage laws having been convicted with a group of Communists in Chicago. This man came to Philadelphia and immediately started to reorganize a local branch of the I.W.W. He succeeded in rounding up the communists in the Port and a dues paying membership of about 100 members was secured. Encouraged by some of the Employing Stevedors a strike was called on April 8th on one pier controlled by the IWW, approximately 300men going out. This pier is still unable to operate normally on account of the fear of other workers to go to work. The small number of men on strike would not amount to anything as the available longshore labor is so much that their places could be filled in a few minutes but due to threats and fear of personal violence the firm is having difficulty in getting men to take the places of the few I.W.W. members on strike. A small number of IWW members forced a strike on this One pier but they could not extend the strike to the whole Port as they hoped.
It is stated by the President of the I.L.A. That one Large Stevedor posted a notice that he would employ only members of the I.W.W. and this firm has Emergency Fleet contracts. The name of the Firm is Murphy and Cook. I did not yet investigate the truth of this statement but if true will complicate the situation still more than it otherwise would be.
As it appears at this time it appears the Firms are determined to make no agreement with the I.L.A. and if no change occurs in their attitude a general strike will be ordered to take effect May first.

I will continue to keep in touch with the situation and in the event that no progress is made by the Union in securing a conference I will endeavor to get both parties together. The I.L.A. having the majority of the men in their Union resent any effort to effect any settlement with the I.W.W. group on strike and as it appears to be a competitive contest between two stevedors one using the IWW for his own purposes I did not believe advisable to to do anything with the IWW strike as it will probably peter out in a few days anyhow.

The Department of Justice had an investigator look into the activity of Fletcher but report no grounds for prosecution at this time but say that they will keep in touch with the Philadelphia police with the view of taking action if any inciting to riot is engaged in by this group. There was some slight disorder the first day the IWW called the strike but everything is quiet at the present time.

Yours very Respy

J. F. Dewey

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

FILE NO. _____

PRELIMINARY REPORT OF COMMISSIONER OF CONCILIATION.

April 16th 1925, 191

RE _____

Mediation requested by _____

Commissioner _____

Date of assignment _____, 191

To the HONORABLE, THE SECRETARY OF LABOR:

For your information I have the honor herewith to submit a preliminary report of my efforts as Commissioner of Conciliation

in the { ~~trade dispute~~ / ~~impending strike~~ / strike } affecting { Longshoremen / Philadelphia Pa }

Questions involved: Demand for recognition of I.W.W. union

Number of employees directly affected 100

Number of employees indirectly affected -

Status of negotiations prior to arrival strike in effect April 10th 1925

Conferences held at Philadelphia Pa with

Mr. Jones representing Longshoremens Union, (Date.)

representing _____, (Date.)

representing _____, (Date.)

representing _____, (Date.)

representing _____, (Date.)

representing _____, (Date.)

representing _____, (Date.)

Remarks: This is a strike of I W W for recognition

41-52

Commissioner of Conciliation.

J Dewey

14—763 (Address.)

DEPARTMENT OF LABOR
OFFICE OF THE CHIEF CLERK

No. 170
3867

SUBJECT: CHICAGO REAL ESTATE BOARD,
CHICAGO, ILL.

GOVERNMENT PRINTING OFFICE

SCREENED
By RRW NARS, Date 7/24/84

SUMMARY OF FINAL REPORT OF COMMISSIONER OF CONCILIATION
(To be submitted with the final report)

Chicago Ill. March 7th, 1927., 192

CASE
Name of company: Chicago Real Estate Board
Location: Chicago Ill.
Industry affected: Janitor service in Chicago Buildings

NATURE OF DISPUTE (strike or controversy?) Controversy

CRAFT OR CRAFTS CONCERNED Chicago Flat Janitors' local union #1.

CAUSE OF DISPUTE Provision for living rooms for Janitor and his family

DURATION OF DISPUTE
Beginning Feb. 28th,
Ending March 3rd,

FINAL DISPOSITION (adjusted, unable to adjust, or other arrangement)
Adjusted

TERMS OF SETTLEMENT Am attaching copy of agreement which specifies wages and working conditions

TOTAL NUMBER OF EMPLOYEES OF COMPANY ~~6700~~ 6700

NUMBER DIRECTLY AFFECTED BY THE DISPUTE 6700

NUMBER INDIRECTLY AFFECTED none

B. M. Marshman.
Commissioner of Conciliation.

File
3-14

GOVERNMENT PRINTING OFFICE 14—2294

AGREEMENT

This Agreement entered into this second day of March, 1927, by and between the CHICAGO REAL ESTATE BOARD and the CHICAGO FLAT JANITORS' UNION, LOCAL NO. 1 of the Building Service Employes International Union, affiliated with the American Federation of Labor.

The CHICAGO REAL ESTATE BOARD agrees to employ janitor or janitors under the working conditions herein set forth and pay wages as herein specified, and the CHICAGO FLAT JANITORS' UNION agrees that its member or members will work for the wages herein specified and perform service as herein provided.

SECTION 1. It shall be the duty of the Janitor to protect the interest of his employer in every possible manner which does not conflict with his good citizenship or violate the rules of the CHICAGO FLAT JANITORS' UNION, LOCAL NO. 1 of the Building Service Employes International Union of the American Federation of Labor. It being understood that the rules of the Union shall not conflict with the agreement herein contained. He shall when required see that the work done by other workmen is in accordance with the wishes of his employer.

He shall use the strictest economy in fuel supplies, compatible with the fuel and supplies furnished, and the good service demanded. He shall give his employer the benefit of his experience as a Janitor in such a manner as will show his employer that he is working in harmony with this agreement. He shall use all reasonable means in renting flats or stores, and taking care of the property.

SECTION 2. The Janitor shall receive his orders from one employer only.

SECTION 3. The Duties of the Janitor shall be to keep the building clean and warm, and supplied with hot water, compatible with the fuel furnished, and the condition of the building in general. And shall place all ashes in receptacles (which must be provided) outside the basement door.

The owner or his representative may make arrangements with one of the authorized officials of the Janitors Union for the extra payment for further disposal of the ashes. In case where the owner or his representative does not agree with the authorized agent of the Union in reference to the ashes, the matter shall be referred to the Permanent Arbitration Board.

SECTION 4. The employer or his agent shall have the right to discharge any Janitor or helper *for cause,* upon giving him fifteen (15) days notice in writing. In case where the Janitor does not occupy quarters in the building, he may, upon receipt of fifteen (15) days pay, be discharged upon one (1) day's written notice. In the case where the Janitor does occupy quarters in the building he shall receive fifteen (15) days notice in writing, within which fifteen (15) days he shall move therefrom. The owner or his agent have the right, upon giving said Janitor fifteen (15) days pay, to place another Union Janitor in charge of said building.

SECTION 5. Any Janitor or helper shall have the right, upon giving his employer or agent fifteen (15) days notice in writing, to leave his position. If, however, he desires to leave such position before the expiration of said fifteen (15) days, he shall upon giving written notice to his employer, have the right to place another Union man who has the proper credentials in the CHICAGO FLAT JANITORS' UNION, LOCAL NO. 1, of the Building Service Employes International Union, of the American Federation of Labor, who shall attend to his duties until the expiration of said fifteen (15) days. Said Janitor to be subject to the approval of his employer.

SECTION 6. No Janitor shall do work which will conflict with any trade Union, except in cases of emergency, or where the interest of his employer shall suffer from failure to have the work done immediately.

SECTION 7. All supplies and material necessary in Janitor work shall be provided by the employer once a month.

SECTION 8. No Janitor's wife or women shall be hired for Janitor work.

SECTION 9. No Janitor shall be required to trim, put in coal, put in window cords, paint screens, or to put up storm windows or doors.

SECTION 10. No Janitor shall be required to remove the litter caused by other workmen, or to wash woodwork in flats, but when the Janitor has swept and dusted out the vacant flats, and washed the windows in vacant flats from time to time as may be necessary to keep the same in presentable condition for renting, his duty shall be considered fulfilled. But at the request of his employer he shall hire additional help for such extra work as may be required at his employer's expense.

SECTION 11. The employer shall employ only members of the CHICAGO FLAT JANITORS' UNION, LOCAL NO. 1, of the Building Service Employes International Union, of the American Federation of Labor.

SECTION 12. It is further agreed and understood that the Janitor's apartment shall be decorated at least once every two years.

3-14

WAGE SCALE

The following wage scale shall be paid on all buildings five stories in height and under:

The wage for a two flat building shall be $12.00 per month, based on $60.00 average rental per flat.

The wage for a three flat building shall be $16.50 per month, based on $60.00 average rental per flat.

The wage for a four flat building shall be $19.50 per month, based on $60.00 average rental per flat.

The wage for a five flat building shall be $21.50 per month, based on $60.00 average rental per flat.

All two, three, four and five flat buildings shall pay the same proportion per month per flat as above set forth for every $60.00 average rental, up to $240.00 per month per flat, i. e., a two flat building shall pay $6.00 per month per flat for every $60.00 average rental, or a proportionate fraction of $6.00 for each proportionate fraction of $60.00 average rental, up to $240.00 per month per flat. A three flat building shall pay $5.50 per month per flat for every $60.00 average rental, or a proportionate fraction of $5.50 for each proportionate fraction of $60.00 average rental, up to $240.00 per month per flat. A four flat building shall pay $4.75 per month per flat for every $60.00 average rental or a proportionate fraction of $4.75 for each proportionate fraction of $60.00 average rental, up to $240.00 per month per flat. A five flat building shall pay $4.30 per month per flat for every $60.00 average rental, or a proportionate fraction of $4.30 for each proportionate fraction of $60.00 average rental, up to $240.00 per month per flat.

On all two, three, four and five flat buildings where the rental exceeds $240.00 per month per flat, the scale of wages shall be set by a representative of the CHICAGO FLAT JANITORS' UNION and by the employer or his representative; if they cannot agree the matter shall then be referred to the Permanent Arbitration Board.

The wages on all six flat buildings or over having an average rental of less than $35.00 per month shall pay $3.75 per month per flat.

All six flat buildings or over having an average rental of $35.00 up to and including $60.00 per month shall pay $4.00 per month per flat.

All such buildings with six flats or over where the average rental is over $60.00 per month per flat shall pay at the rate of $4.00 per month per flat for every $60.00 average rental and a proportionate fraction of $4.00 for every proportionate fraction of $60.00 average rental over the first $60.00 average rental, except where the average rental is more than $120.00 per month per flat, when the building shall pay at the rate of $4.00 per flat per month for each of the first two $60.00 average rental, which is $120.00, and shall pay $3.50 for every $60.00 average rental over $120.00 per month per flat, and a proportionate fraction of $3.50 for any proportionate fraction of $60.00 average rental over the first $120.00 average rental.

On all buildings of six flats or over where unusual conditions exist affecting compensation for services rendered, the owner or his representative or the Union representative may request and shall receive arbitration.

On all buildings when flats are vacant, the Janitor shall receive compensation based on $60.00 rental.

The Janitor's salary must be paid before two days after the day the month is up.

In buildings where there are stores and flats, the stores are to be considered the same as flats, but in no event shall the wage exceed $8.00 per month per store.

All buildings having offices where the scale has been set by a representative of the owner and an authorized representative of the Janitors' Union under the wage scale of the year 1922, shall continue.

All buildings where the exclusive service of the Janitor is required, up to and including 24 flats, shall pay the Janitor $120.00 per month and supply him with healthy, sanitary living rooms, providing the regular scale does not figure more.

All buildings having more than 24 flats, which require the exclusive service of the Janitor, shall pay $5.00 per month per flat for every $60.00 average rental, and supply him with healthy, sanitary living rooms, providing the regular scale does not figure more.

The wage scale on all furnished flats shall be based on the unfurnished rental value of similar flats.

All buildings having garages where it requires any attention of the Janitor shall pay $1.00 per month for each and every space of one automobile.

All public garages that are heated by the plant in the apartment building the scale shall be set by a representative of the owner and an authorized representative of the Janitors' Union. And if they cannot agree, the matter shall be referred to the Permanent Arbitration Board.

All buildings with house telephones or enunciators connecting with the jani-

tor's apartment shall pay the janitor $30.00 per month in addition to his regular wage scale.

Buildings with pumps of any kind shall pay the Janitor $5.00 per month per pump.

All buildings having ice machines in basement or elevators requiring any attention from the Janitor, shall pay him $10.00 per month per elevator or ice machine. It being understood that the janitor has nothing to do with the operation of such elevator or ice machine.

On all buildings where the owner or his representative reserve the right to do the Janitor work themselves for any period of the year, shall be required to pay twice the amount of the regular wage above set forth, when a member of the Janitors' Union is employed for the balance of that year.

All buildings where the Janitor is required to carry the vacuum cleaner to the tenants from time to time for use of cleaning their flats, shall pay $10.00 per month extra.

All buildings from six flats up to eighteen flats are to provide healthy, sanitary living rooms or pay the Janitor $6.00 per month extra.

All buildings having eighteen flats and over are to provide healthy, sanitary living rooms, or pay the Janitor $12.00 per month extra.

All buildings of six flats or over, where there are basement or English Basement living rooms rented out, and there are no living rooms tendered to the Janitor for his own use therein, he shall receive the amount of rent of the basement living rooms, and a penalty of $6.00 or $12.00 (according to the size of the building) additional.

If however, the owner tenders the living rooms to said Janitor and the Janitor refuses to occupy same for his own use, the above compensation shall not apply; the owner may rent out such flat by first receiving permission from the CHICAGO FLAT JANITORS' UNION and pay the scale for one additional flat.

On all buildings, six flats or over, where construction has started after May 1st, 1927, healthy, sanitary living rooms in basement or English basement must be provided for the Janitor.

On all buildings with eighteen flats, but not exceeding thirty-five flats, where construction has started after May 1st, 1927, which fail to provide healthy, sanitary living rooms, shall pay the janitor $35.00 per month extra.

On all buildings having thirty-six flats or over, where construction has started after May 1st, 1927, which fail to provide healthy, sanitary living rooms for the janitor, shall pay the janitor $60.00 per month extra.

On all buildings over five (5) stories in height now in operation the existing wages and working conditions shall continue in effect until such time as a Committee of the CHICAGO REAL ESTATE BOARD and a Committee of the CHICAGO FLAT JANITORS' UNION shall arrange and agree upon regulations as a basis for a permanent wage scale and working conditions.

Such Committees shall be appointed and meet not later than March 21st, 1927, and shall continue their deliberations until regulations have been agreed upon.

All members represented by the CHICAGO REAL ESTATE BOARD and all property owners represented by members of the CHICAGO REAL ESTATE BOARD shall be entitled to all the rights and benefits of this agreement.

PERMANENT ARBITRATION BOARD

The Permanent Arbitration Board shall consist of one man selected by the CHICAGO REAL ESTATE BOARD and one man selected or appointed by the CHICAGO FLAT JANITORS' UNION, LOCAL NO. 1, of the Building Service Employes International Union affiliated with the American Federation of Labor.

All matters where the representative of the Union and the representative of the owner cannot agree shall be referred to this Arbitration Board. This Arbitration Board shall decide all matters where the representative of the Union and the representative of the owner cannot agree.

Either party to this agreement desiring Arbitration shall notify both members of the Permanent Arbitration Board, all matters to be arbitrated in writing. It being understood that the Arbitration Board shall have five days to notify the other party involved in the Arbitration.

In case of disagreement, the two arbitrators so selected shall choose a third person, and the decision of this committee shall be final. Work is to continue until the decision of the Committee is made.

Provision shall be made for alternates to serve on the Permanent Arbitration Board in case of absence or inability to serve by any member of the committee.

In cases where either party affected after being duly notified fails to appear before the Arbitration Board, a verdict shall be given by default.

Neither party to this agreement shall engage in any strike, picketing or lockout, it being understood and agreed that the CHICAGO FLAT JANITORS'

UNION will declare no strike, picketing or lockout against any building where the owner or his representative has requested arbitration, and it is also understood and agreed that no owner or agent will discharge any Janitor, pending arbitration, where the Union has requested arbitration.

It being understood that the party desiring Arbitration has either signed the Agreement or is working under the Protection of the Agreement signed by the CHICAGO REAL ESTATE BOARD.

The CHICAGO REAL ESTATE BOARD and the CHICAGO FLAT JANITORS' UNION, LOCAL NO. 1, of the American Federation of Labor both agree to use all the power of their respective organizations to carry out this agreement as above set forth.

This Agreement between the CHICAGO REAL ESTATE BOARD and the CHICAGO FLAT JANITORS' UNION, LOCAL NO. 1, B. S. E. I. U., of the American Federation of Labor shall remain in full force and effect to March 1st, 1931, and each party binds itself to submit all matters to arbitration. Sixty days prior to March 1st, 1931, either party to this agreement contemplating any change herein shall notify the other in writing of their intention so to do.

COMMITTEE CHICAGO FLAT JANITORS' UNION	COMMITTEE CHICAGO REAL ESTATE BOARD
OSCAR F. NELSON	OSCAR H. BOENICKE (SEAL)
GUS VAN HECK	EDWARD J. LINDAHL (SEAL)
J. J. HORAN	JACOB O. TRAUTWEIN (SEAL)
GUST ANDERSON	PETER M. CURTO (SEAL)

WAGE SCALE AND WORKING AGREEMENT

BY AND BETWEEN

The Chicago Real Estate Board

AND THE

Chicago Flat Janitors' Union

LOCAL NO. 1

of the Building Service Employes International Union

Affiliated with the

AMERICAN FEDERATION OF LABOR

JANITORS' UNION BALKS HOODLUM BID FOR CONTROL

Fair Deal Pledged Both Men and Employers.

BY THOMAS WREN.

The four year agreement negotiated last week between officials of the Chicago Flat Janitors' union and the Chicago Real Estate board was ratified Friday at a massmeeting of flat janitors at Ashland auditorium, Van Buren street and Ashland avenue.

ALD. OSCAR F. NELSON.

With but slight changes the new agreement is similar to the 5 year contract which expired on March 1. It provides a $4 rate on each ental of $60 a month and a pro rata sliding scale on rentals over the $60 figure.

This year the janitors' wage scale agreement for apartment hotels of six stories or higher presented both the officers of the Flat Janitors' union and real estate board representatives with a difficult problem to solve. This angle of the new contract is scheduled to be ironed out before March 21.

Present negotiations on behalf of the janitors' union were directed by Ald. Oscar F. Nelson, who took charge of the organization on the death of William Quesse. He was assisted by Gus Nelson, Gus Van Heck and Jerry Horan, three business representatives of the union.

Belgians in Lead.

Preceding Quesse's death for several weeks the question of who was to take charge of the janitors' nuion rumbled in and out of the Chicago labor movement. Labor leaders agreed that the union was nearing a crisis and that unless capable leadership was selected it would reach sore straits within five or six months. The subject furnished gossip not only for the Chicago labor movement, but the trade union movement of Illinois as well.

The Chicago Flat Janitors' union is considered one of the richest plums in the Illinois labor movement. Its classification is made both from a financial and politically influential standpoint. The membership of the union ranges from between 5,500 and 6,000. Since its organization about 16 years ago racial groups have almost dominated the major policies of the union. The strongest of these was the Belgian group, next came the Swedes and then the Negro janitors. Other nationalities intermingle, but the three mentioned groups predominated and ruled the union through its business representatives.

Hoodlums After Control.

When Quesse died, it was common gossip among the conservative Chicago labor officials that certain hoodlum elements had an eye on the Flat Janitors' union and would eventually attempt to gain control of the organization. With this class membership in the union is considered unessential.

Their slogan is and has been: "Smith and Wesson make all people equal."

And it is in this way they gain entry into the labor movement. When the janitors' situation was in an effervescent state "Big Tim" Murphy hovered about on the job, but his appearance was not received by legitimate labor leaders with the same consternation that marked Tim's entry before he served a term in the Leavenworth federal penitentiary for complicity with the Dearborn street mail robbery.

A $350,000 Plum.

Chicago labor leaders agreed that hoodlum control of the Flat Janitors' union would result in forcing withdrawal of the various groups from the union and compel the Belgian faction, the Swedish faction and other groups to function as independent units.

Hoodlum appraisal of the Flat Janitors' union (selling memberships and jobs and especially the levying assessments) would net a salvage of approximately $350,000.

A Fair Deal.

They aver he believes in furthering the interests of the trade union movement along conservative and constructive lines, and abhors the hoodlum tactics which have marked conflicts between labor and employers in Chicago. These Chicago labor officers say under Ald. Nelson's régime all hands will get a fair and square deal—janitors, apartment building owners, and real estate men.

For several years Ald. Nelson has been attorney for the Flat Janitors' union. Prior to being admitted to the bar he was a commissioner of conciliation for the United States department of labor. From its inception Ald. Nelson fought all radical issues in the labor movement.

"There is one rule of the janitors' union I will insist on rigidly enforcing while I'm at its head," said Ald. Nelson, "and that makes it mandatory for all janitors to become American citizens."

E. M. MARSHMAN
COMMISSIONER OF CONCILIATION

DEPARTMENT OF LABOR

OFFICE OF THE CHIEF CLERK

No. 33

SUBJECT: CONTROVERSY BETWEEN THE ALABAMA COAL MINERS AND OPERATORS

14—193

618

SCREENED
By KHU NARS, Date 8/20/84

CONTINUED

UNDER

33/618-A

HEREAFTER.

Birmingham, Ala., Sept. 3, 1917.

Hon. Lewis Post, Dept. of Labor,
Dept. of Interior Bldg.,
Washington, D. C.

Dear Mr. Post:

Pardon me for occasionally dropping you a line as to how things are going in the "woods". I am finding a very considerable German influence at work in the mining districts of Alabama. In some instances it appears to be getting a hold on the negroes, and they are acting with a show of threat towards the white people. The propaganda appears to be using the miners Union as a channel for reaching the mining class of people in certain localities.

I am speaking nearly every day either to the farmers or miners, and am trying to impress them with the seriousness of the situation, and the necessity for close co-operation.

Enclosed you will find clipping from today's "Birmingham Age-Herald", it being an extract from a speech that I delivered last Saturday afternoon to about 1000 miners and farmers at Empire. You will see that I am calling things by name and trying to show the people that we must get ready, and get straight about this war. How do you like it, and do you think it is too plain? I don't want to over-do the thing, yet I am convinced that the time for soft handling is absolutely past. There was a great demonstration at the close of the meeting, and hundreds came up to shake hands.

This extract from my talk came in this mornings paper, and people have stopped me at every turn to congratulate me upon the speech, and say that it expresses their sentiments. This is especially so of people whose sons are in the army.

A Banker at a nearby mining camp told me that a large number of persons drafted into the army had made this statement at the Bank, "I am going into the army because the Government has called me, but I have no idea what I am going for, nor why our Government should be plunged into a great war with people who are not here. I don't understand it, but I am willing to go because I am called."

A member of the examining board told me that of 400 men that had appeared before the Board, 399 wanted to be excused, and I believe it is safe to say that 50% of the people do not understand what the war is about and why we are in it.

You see the necessity of carrying the message to them in a more convincing way than it can be carried by the newspapers, in fact, the newspaper stories do not seem to soak in and carry with them a conviction that is absolutely necessary. We must fall upon the speaking campaign as the most direct and powerful method. We must develop education upon the subject of the war before we can expect co-operation and enthusiastic support.

I find in several instances that ministers whose sons have been drafted are sore on the subject of the war, and they do not approve of any war talks, and they are going as far as they dare along the line of pacification.

Thanking you for allowing me the privilege of speaking so frankly to you as a citizen of our great country, and of our blessed home land, I am,

Yours for a United and Triumphant America,

Mrs. G. H. Mathis,

Per. E. Rene

MRS. MATHIS SAYS AMERICA GETTING ENOUGH OF SPIES

In Striking Speech at Empire She Says People Are Going to Hang Them

URGES MINERS TO DELIVER THE COAL

With Quivering Voice She Appeals to Men to Seek out and Punish Those Who Are Proving Disloyal to Government

"Unless the German spies in America cease their disreputable operations the American people will rise up and hang at least 100,000 of them," was the ringing declaration of Mrs. G. H. Mathis before an audience of nearly 1000 persons at Empire Saturday afternoon.

Mrs. Mathis never appeared more deadly in earnest than when she denounced the German spies in America and advocated their rapid extermination. Her voice quavered with emotion which she held in check with effort and her eyes flashed as she told how her only son was on the wide ocean bound for France and his life was imperiled by and at the mercy of German spies that are harbored and protected in this country.

She said that she regretted very much to say it, but that when the news came back home that some of our boys have with their blood crimson Germany a dose of the medicine that she arrogantly and boastfully gives the remainder of the civilized world."

FACTS TO BEAR IN MIND

Mrs. Mathis gave a short history of German aggression and her disregard for neighborly relations and solemn treaties and then launched into a denunciation of the Germans higher up that take advantage of our democratic laws and hide behind them while carrying forward their deadly propaganda. She then recited three propositions that she wished every American to bear in mind:

"1. Watch the Mexican border for there is a terribly weak spot.

"2. Hang the spies. Root them out. Go lion hunting. Don't let up.

"3. Organize a home guard and don't let dissension creep into the American family.

"Do as Ambassador Gerard promised the Kaiser," cried Mrs. Mathis. "For when the Kaiser said he had 500,000 spies here, Mr. Gerard said we had 500,000 telegraph poles on which to hang 'em."

Mrs. Mathis said the people were wasting too much. She appealed to them to save; save and keep on saving. She impressively pointed her arm out to assembled miners blackened with grime from the mines and told them not to cease in their work of digging coal.

"For food can't be cooked," said Mrs. Mathis. "Ships can't cross the seas, machine factories can't operate, our lines in France can't be traversed by locomotives unless you men furnish the coal. Let me beseech you not to tarry. Work early and work late and let every pound of coal count."

TRIBUTE TO COAL DIGGER

She paid a glowing tribute to the coal digger when she declared in ringing tones:

"For every ton of coal you send out let your prayers to God be upon it. Christ calls upon you to go down into the bowels of the earth and bring out the treasure of coal that He has placed there to the end that this German monster may be crushed. It is the treasure of Jehovah that you are mining and with every pound of it you fire a shot across the lines into the Germans. God Himself will bless you in your work and oncoming generations will call down their blessing upon you if you stand by your duty as I believe you will."

To the farmers before her Mrs. Mathis appealed that at least five acres be planted in wheat that we

AMERICA GETTING ENOUGH OF SPIES

In Striking Speech at Empire She Says People Are Going to Hang Them

URGES MINERS TO DELIVER THE COAL

With Quivering Voice She Appeals to Men to Seek out and Punish Those Who Are Proving Disloyal to Government

"Unless the German spies in America cease their disreputable operations the American people will rise up and hang at least 100,000 of them," was the ringing declaration of Mrs. G. H. Mathis before an audience of nearly 1000 persons at Empire Saturday afternoon.

Mrs. Mathis never appeared more deadly in earnest than when she denounced the German spies in America and advocated their rapid extermination. Her voice quavered with emotion which she held in check with effort and her eyes flashed as she told how her only son was on the wide ocean bound for France and his life was imperiled by and at the mercy of German spies that are harbored and protected in this country.

She said that she regretted very much to say it, but that when the news came back home that some of our boys have with their blood crimsoned the fields of France it would result in wholesale executions within every state of the American union. Her remarks made a deep impression upon the miners, farmers and officials that heard her.

REPRESENT GOVERNMENT

"I am representing Mr. Hoover, the food administrator, and the government," began Mrs. Mathis in her address. "I come to you direct from Washington and this, I hope, you will immediately appreciate.

"Alabama is my own dear home. I was born and reared at Florence. This is your own dear home and we must realize all of us, men, women and children, that we face a most serious war. I bring you the solemn warning of our government at Washington that because we have no armies fighting on our shores is no reason that we are not earnestly engaged in this deadly conflict. I declare to you that if Germany wins we will be invaded in 30 days. This is a fact that is known by our President, God bless him, and all of the statesmen at Washington. I hate to tell you this, but God knows it is the truth.

"America is honeycombed with German spies. Mexico is likewise honeycombed with these scoundrels. South America and Cuba are peopled with them. And the German Kaiser brags about the fact that he has a half million men in America that will turn upon us at his word and they are trained soldiers. I want to ask you what would Germany do if we boasted that we had a half million spies in the German empire? I will tell you. They would hunt them down like lions and they would kill them just as fast as they were found. That is what Germany would do. And, my friends, I want to warn you solemnly that we must go lion hunting. We must search them out here at Empire, in Birmingham, in every nook and cranny of America, give them a trial if you think best but hang them high as Haaman just as fast as you find them. I hate to tell you this, but it is time we were getting mad. We must give [illegible] Germany's history of German aggression and her disregard for neighborly relations and solemn treaties and then launched into a denunciation of the Germans higher up that take advantage of our democratic laws and hide behind them while carrying forward their deadly propaganda. She then recited three propositions that she wished every American to bear in mind:

"1. Watch the Mexican border for there is a terribly weak spot.

"2. Hang the spies. Root them out. Go lion hunting. Don't let up.

"3. Organize a home guard and don't let dissension creep into the American family.

"Do as Ambassador Gerard promised the Kaiser," cried Mrs. Mathis. "For when the Kaiser said he had 500,000 spies here, Mr. Gerard said we had 500,000 telegraph poles on which to hang 'em."

Mrs. Mathis said the people were wasting too much. She appealed to them to save; save and keep on saving. She impressively pointed her arm out to assembled miners blackened with grime from the mines and told them not to cease in their work of digging coal.

"For food can't be cooked," said Mrs. Mathis. "Ships can't cross the seas, machine factories can't operate, our lines in France can't be traversed by locomotives unless you men furnish the coal. Let me beseech you not to tarry. Work early and work late and let every pound of coal count."

TRIBUTE TO COAL DIGGER

She paid a glowing tribute to the coal digger when she declared in ringing tones:

"For every ton of coal you send out let your prayers to God be upon it. Christ calls upon you to go down into the bowels of the earth and bring out the treasure of coal that He has placed there to the end that this German monster may be crushed. It is the treasure of Jehovah that you are mining and with every pound of it you fire a shot across the lines into the Germans. God Himself will bless you in your work and oncoming generations will call down their blessing upon you if you stand by your duty as I believe you will."

To the farmers before her Mrs. Mathis appealed that at least five acres be planted in wheat that we [illegible] and some [illegible] advocated raising sheep instead of dogs and cattle instead of ticks. Mrs. Mathis reiterated her plea for harmony among among all classes and said a united people, an earnest people and a consecrated people would convince all Germany of our intention to carry this war through.

Mrs. Mathis made the statement that the farmers had increased the food crop in this state in one year $200,000,000 through personal appeals and she was appealing to all people now to practice economy, work hard, save money and in this wise whip the Germans.

She was accompanied to Empire by Mr. and Mrs. Walter Moore, Mr. Hull of New York and Clyde Ennis, editor of the Industrial Record.

Portland Shipyard Workers To Strike September 7th Unless Demands Granted

Portland, Ore., September 2.—All workmen in Portland shipbuilding yards affiliated with the Metal Trades Council were ordered at a meeting of that body today to strike September 7 unless their pending demands for higher wages are granted. The order affects 4000 men.

Colonel Patrick Resigns Professorship at Auburn

Auburn, September 2.—(Special.) The college authorities announce today the resignation of Col. Benjamin S. Patrick, professor of mathematics in the college. Colonel Patrick has accepted a position as commandant and professor of mathematics in the Tennessee Military institute, Sweetwater, Tenn., one of the well known military prep schools of the south. For nearly 13 years Colonel Patrick was commandant of cadets and professor of mathematics at Auburn. Hundreds of former students will regret to know of his leaving Auburn.

DEPARTMENT OF LABOR

BLOSS-SHEFFIELD STEEL & IRON CO.

PIG IRON, COAL AND COKE.

OFFICE OF THE PRESIDENT

160 BROADWAY

NEW YORK

August 17th, 1917

Hon. William B. Wilson,

Secretary of Labor,

Washington, D.C.

Dear Mr. Secretary:

You will no doubt desire to have at hand a copy of the statement read to Mr. Kirwin on yesterday, and therefore one is enclosed herewith.

May we repeat here our frequent statement to Mr. Kirwin at yesterday's conference that as we have accepted the policy set forth by you in your statement of April 23rd, 1917, so we would accept any decision by you on matters now existing or which may arise in connection with our coal mines. In other words, if the miners will leave until after the war their demand for recognition of the newly organized union and for the eight-hour day - demands which they have not been able to establish in normal times - they may have now or later anything you think them entitled to.

Under these circumstances it seems to us that no one can claim that our refusal to confer with the union involves more than a refusal to recognize in abnormal times what could not established in normal times.

In these war times we follow the orders of the Commander-in-Chief, and we therefore inclose herewith a letter to the

President which we venture to ask that you transmit with your report.

Yours truly,

SLOSS-SHEFFIELD STEEL & IRON COMPANY

Thomas Watkins
President.

WC .H

STATEMENT OF THE PRESIDENT OF THE SLOSS
SHEFFIELD STEEL & IRON COMPANY TO THE
DEPARTMENT OF LABOR.

AUGUST 16, 1917.

As requested by you, the Sloss-Sheffield Steel and Iron Company makes the following statement of its attitude in connection with the threatened coal strike in Alabama. We have received no communication from our coal miners and no direct communications from anybody desiring to represent our miners. We have no matters in disagreement with our miners - no requests are pending. We have discharged no men for joining the proposed miner's union and have in no way interfered with attempts to form the union and know of no charge that we have done so. Through public statements we have been asked with other operators to confer with the United Mine Workers of America regarding coal mine operation in Alabama. This we are not disposed to do. Our reasons are as follows:

We have had no union of coal miners in our district for nine years. During this time there has been no extended effort to form a union and no demand for one by our miners.

We have not in the past and do not now inquire of our men whether they belong to a union. We work open shop.

There have been no disagreements regarding wages, working conditions or living conditions. Working conditions have been constantly improved in accordance with improvements in coal mine practice. Living conditions have been improved until mine camps in Alabama afford thoroughly comfortable living conditions - in many instances far better

than general living conditions in the South. Wages have been advanced and reduced as conditions justified. Recently wages have been frequently advanced. These advances have been without request and are a part of the established policy to pay as high wages as business conditions justify. It is a conservative statement that the expectations and desires of our men have been more than met. We pay our miners every two weeks.

Under these conditions we regard the strike threatened by the United Miner Workers of America as a violation of the policy proposed by the Government authorities that this time of war and national necessity should not be taken advantage of by employer or employee to change conditions to their liking when such changes could not be brought about in normal times.

As stated by you Mr. Secretary in your statement of April twenty-third, nineteen seventeen,"for the time being no stoppage of work should take place for the purpose of forcing recognition of the union."

The request of the United Miner Workers of America that we confer with them involves a recognition of them by us. A conference with a union which has not had a part in the work of our district and has just injected itself into the situation is of itself the recognition which is demanded. Such a recognition is not required of us by the statements of those in authority in our Government.

As indicating our sincerity, we beg to advise you in behalf of our company that any changes in wages, working or living conditions which you think for the good of our Country we should make under the present abnormal conditions we stand ready to put into immediate effect.

It may be well for us to say that regarding certain published demands of the union, they relate mostly to conditions which do not exist. If they do exist, some of the demands should immediately be granted.

But in our judgment this certainly is no time to consider introducing an eight hour day in the Alabama coal mines. We have no official statement of what is demanded.

If there are matters on such a statement concerning which you wish to know the position which our company would take if such matters were the subject of requests from our men, we shall be glad to reply to your questions.

In conclusion we wish to say that if a strike is called, we shall operate our mines and furnaces as far as we are able in the interest of the great public need of coal, coke and pig iron, but as we have no intention of recognizing the union, if forced to, we will suspend operations rather than change in these war times the conditions under which for years our business has been conducted with satisfactory results to ourselves and to our employees, and under which we are now getting the largest output of coal, coke and pig iron in our history.

WADDILL CATCHINGS

PRESIDENT.

STEEL & IRON CO.
PIG IRON, COAL AND COKE.
OFFICE OF THE PRESIDENT
160 BROADWAY
NEW YORK

August 17th, 1917

Hon. Woodrow Wilson,
President of the United States,
Washington, D. C.

Dear Mr. President:

At the request of the Department of Labor we have submitted to the Secretary of Labor a short statement of our position with relation to the threatened coal strike in Alabama. May we make this further statement to you?

We accept without reservation the policy outlined by the Secretary of Labor in his statement of April 23rd, 1917. While we have declined to meet with the United Mine Workers of America on the ground that the meeting itself would be a recognition of a union which has been organized in our district only since June 3rd of this year, and the demand for this recognition is in violation of the policy outlined by Secretary Wilson, we have offered to accept Secretary Wilson's decision on any question of wages, working conditions and living conditions. We have, therefore, gone further than a mere conference, and have already agreed to accept the Secretary's decision and immediately to grant any demands regarded by him as just.

We wish to say to you that if you think we should act otherwise and will first grant us a hearing, we will then act in any manner

that you may then think best in the interest of the Country in these times.

Yours respectfully,

SLOSS-SHEFFIELD STEEL & IRON COMPANY

Thomas Sloss Sheffield

President

WC.H

T E L E G R A M

August 18,1917.

George B. McCormack, President,
Alabama Coal Operators' Assn.,
Birmingham, Alabama.

Your telegram received. stop. I have not yet received the report from Mr. Davies to which you refer. stop. I am not sufficiently familiar with the points in controversy to be able to pass judgment upon who is right or who is wrong. stop. Nor do I yet know to what extent either side may be willing to yield from their present position in order to secure industrial peace. stop. It was for the purpose of being able to learn definitely and promptly if some basis of adjustment could not be arrived at without stoppage of work, either with or without recognition of the union, with or without closed shop, and with or without an eight-hour day, that I have sought the conference for next Thursday. stop. I know nothing of the telegram from Mr. White, which you mention. stop. I had asked the representatives of the miners to advise the workmen to continue operations pending the result of the proposed conferences. stop. I presume they must have sent some telegrams in an effort to carry that request into effect. stop. I am not, however, asking the operators to meet Mr. White at the proposed conference. stop. I am simply asking the operators of Alabama to meet the Secretary of Labor, who is authorized by law to act as a mediator in labor disputes, with a view to adverting a strike, which, if it assumes any considerable magnitude, will seriously impair the Government's preparations for defense. stop. In the closing paragraph of your telegram you say quote If your Department finds the operators at fault in any particular, we will meet your wishes to the fullest extent possible. end quote. stop. May I not use that statement as the basis for the renewal of my request for a conference with the Alabama Coal Operators in Birmingham Thursday, the twenty-third instant.

W. B. WILSON,
Secretary of Labor.

- - - - - - - - - - - - - - - - - - - -

Attest:

K/H

Secretary.

Charge Dept. of Labor, appropriation "Sal.& Exp., Comrs. of Conciltn."

16L—24718 DESIGN PATENT No. 40529

B 1 BM P---916----5 Exa-- 151Pm

BM Birmingham Ala Aug 18-17

RECEIVED SECRETARY'S OFFICE AUG 18 1917

453

Hon W B Wilson,

Secty of Labor,

Washington Dc

Replying further to your telegram of August seventeenth. The Coal operators of Alabama appreciate the necessity for uninterrupted operation of the coal and iron production for the patiotic reasons stated by you, and they have not knowingly done anything, and will not knowingly do anything, to interfere with the operation of the mines, blast furnaces, and steel plants in the state.

Federal investigator Hywell Davies who has been in this district since last Monday, has been furnished by us with all the information requested or suggested, and it is our purpose to furnish to you through him any additional facts desired.

On last Thursday we handed to him, for transmission to you, what was intedned to be a full statement of the present situation with respect to the demands of the United Mine Workers of America and the threatened strike. doubtless the information then furnished him is now in your hands, and will give to you our position. It seems to us from the demands of the United Mine Workers of America that the matter resolves itself into two questions only; recognition of the Union, closed shop, and eight hour day. our reasons for declining to accede to these demand s, are fully setforth in the papers sent to you by Mr, Davies.

BM Birmingham Ala Aug 18-17

Hon W B Wilson,

Secty of Labor,

Washn Dc

We must respectfully insist that the recognition of the Union in Alabama, where three fourths of the mine workers are colored, would not have a tendency to increase the output, but on the contrary would most likely reduce it. Trade journals report that in districts thoroughly Unionized the present output of coal has not increased as it has in the open shop districts like Alabama. The demand for an eight hour day under conditions existing here and with our labor is one we cannot concede, and suggest that this is not the time for changes which will work a reduction in the output of coal when every other effort is toward increasing it.

The coal operators of Alabama have done their full duty in the furnishi ng of their sons to fight the battle of Democracy. The hours of these men will be long and full of dangers, and those of us who are left here should not, injustice to them, demand that our work and hours of labor should be made less than normal.

Complaint has been made by Union Officials that large numbers of men have been discharged soley for affiliating with the Union. This we deny, we are now being furnished through Mr, Davies with a list of men making such claims, and are prepared to show that the claim of wholesale discharges for the reasons stated is unfounded. We are prepared through

RECEIVED AT

TELEGRAM

DELIVERY NO. 53

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

16L—24718 DESIGN PATENT No. 40529

1 BM P----916----5 Exa--151Pm

Sheet 3

BM Birmingham Ala Aug 18-17

Hon W B Wilson,

Secty of Labor

Washn Dc

the regular channels, leading from the lowest official the highest of each company, to rectify any injustice that may have been done any man, whether he be Union or non-Union.

For Five years prior to October Nineteen Sixteen the commercial coal operators of Alabama lost money year by year. This, however, did not stop them from improving the workers, conditions, and with the first advance in the price for coal, wages were advanced and have been advanced at intervals since that time, until they are now at a point which even the miners in convention accept as the proper scale.

If, in the conduct of their buisness, any of the operators have given their employes any just cause for grievance or complaint, they are unaware of it, but if your investigators here now, or those you may choose to send, find what they believe to be just cause for grievance or complaint, the operators are more than willing to do that which may be shown to them to be unfair and right and within the limits of their ability, having in view the ascertained cost of coal and its average selling price.

Publication in all daily papers and dissemination by phone messages throughout, the state of misleading telegram signed by White, Green, and others,

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

16L—24718 DESIGN PATENT No. 40529

1 BM P-----916---5 Lxa--151Pm Sheet 4

BM Birmingham Ala Aug 18-17

Hon W B Wilson,

Secty of Labor,

Washn Dc

puts us in the position of being forced to deny that we have agreed to a joint conference with any of the officials of the United Mine Workers. There are thousands and thousands of the best and most law abiding citizens of the state who have not been forced into the Union, and these men look to us to stand for the open shop that they may be allowed to work unmolested / We are assured by many thousands of our employes that if they are protected they will continue to produce coal and we are confident that even if a strike is called for recognition of the Union and closed shop Alabama will produce more coal between this time and Januray 1st next than it can do if the Union should dominate.

We hope you understand the position in which White's telegram has placed us, and that you will not think us lacking in that courtesy and appreciation due to the very kind offer which you make, but which you can see if accepted by us will be used against us.

With the exception of the question of the recognition of the union, closed shop and eight hour day, if your department finds the operators at fault in any particular, we will meet your wishes to the fullest extent possible/ allow us to again express our hearty smypathy with your desire to prevent a strike and partial stoppage of coal, iron and steel making in this distric t,

G B McCormick, President Alabama Coal Operators Assn,

cC

THE WHITE HOUSE
WASHINGTON

AUG 13 SECRETARY'S OFFICE

13 August, 1917

My dear Mr. Secretary:

I dare say you know of the threatened strike referred to in Mr. Glass' letter enclosed. I would be very much obliged to you for some advice as to how to answer Mr. Glass's letter.

Cordially and sincerely yours,

Woodrow Wilson

enc.

Hon. William B. Wilson,
Secretary of Labor.

President Woodrow Wilson,
The White House,
Washington, D.C.

(Enclosurers in separate envelope.)

THE BIRMINGHAM NEWS
Frank P. Glass, Editor.

August 11, 1917.

My dear Friend:

Please permit me to call your personal attention to the fact that a strike of the 25,000 coal miners of this district is called for the 20th instant.

I have tried steadily for two weeks through the columns of The News to prevent this development. But the Operators' Association has finally and positively refused to meet the Union leaders in any sort of a conference.

Wages have been voluntarily advanced in this district three times in the past year, and there is little ground for a strike in conditions. The Chief purpose of the Union leaders is to force recognition, and that the Operators firmly refuse.

As I understand the new law, you have ample power to interpose and stop the paralysis this strike would cause. Please consider the data from the columns of The News herewith enclosed, and take such steps as you deem wise before August 20th.

With the steadiest confidence in your ability to steer the ship of State in all these troublous times, and prayers for your health, I am, as ever,

Sincerely yours,

(Signed) Frank P. Glass.

President Woodrow Wilson,
The White House,
Washington, D.C.

(Enclosurers in separate envelope.)

T E L E G R A M

August 17, 1917.

J. R. Kennamer, President,
Care of J. L. Clemo, Secy.-Treas.,
District No. Twenty, United Mine Workers of America,
Nine fourteen Farley Bldg.,
Birmingham, Alabama.

I am advised that the Alabama miners have made certain demands upon the coal operators which the latter are unwilling to grant; that as a result the miners have declared a strike to take effect next Monday morning, August twentieth. stop. The uninterrupted production of the Alabama coal and iron district is of great importance in the preparationm for the national defense. stop. Democracy and freedom are at stake in the winning of the present war. stop. A foreign autocrat has wantonly destroyed the lives of our people while engaged in their usual and legitimate avocations at sea. stop. He has sought to turn friendly nations against us in order that our nation might be dismembered and our great Western and Southwestern country placed under the jurisdiction and control of alien governments. stop. He has sought to rule over us by ordering what we should and should not do to the minutest detail. stop. The German Government must not be permitted to carry these designs into execution. stop. Our first duty as patriotic American citizens, having the future welfare and freedom of our people at heart, is to so compose our personal and industrial difficulties as to enable us to use the highest efficiency of our man power for the national defense. stop. Every pound of coal and iron that can be produced is necessary for the preparation for the contest. stop. Every impediment that is placed in the way of their production gives aid and comfort to the enemy. stpp. Even a temporary or partial stoppage of work would be extremely injurious. stop. With a view to finding some method of adjustment that will be mutually acceptable and thereby prevent a stoppage of work, I would be pleased to have the representatives of the miners meet me in conference in Birmingham, Alabama, Thursday, August twenty-fourth, at ten a. m., to discuss the entire situation. stop. I am sending a similar invitation to the operators to meet me in Birmingham at some other hour of the same date. stop. I cannot too strongly urge you to advise the miners to continue at work pending the result of these conferences. stop. If Thursday is not a suitable date for conference, please wire me what date would be suitable.

W. B. WILSON,
Secretary of Labor.

- -

Attest:

EXACT COPY AS SIGNED BY W. B. WILSON
MAILED BY

K/H Secretary.

Charge Dept. of Labor, appropriation "Sal. & Exp., Commrs. of Conciltn."

Birmingham, Ala., July 31st, 1917.

TO THE OFFICERS AND DELEGATES TO THE SPECIAL CONVENTION DISTRICT TWENTY, UNITED MINE WORKERS OF AMERICA.

We, your Scale Committee created for the purpose of formulating a scale of wages and other demands of this convention to be presented to the Coal Operators in joint conference as a basis of negotiations upon which we can effect an agreement between the Mine Workers and Coal Operators of this State, beg leave to submit the following report:

1st: We demand recognition of the Union and the reinstatement of all those discharged for joining the organization to their former positions.

2nd: We demand that eight hours shall constitute a days work for all classes of labor working in and around the mine.

3rd: We demand and recommend that the present basic prices of 75 cents per ton flat scale "Pratt seam" be made the basing point of the District, that the question of the increases of wages, machine prices and differentials, local inequalities and uniformities be left to a joint commission of Operators and Miners for adjustment and adjudication.

4th: We demand that the miners have the right to place check weighman upon the tipple and see that their coal is properly weighed and accredited to their accounts, the same to be elected and paid by the miners free of any interference by the Coal Company and in accordance with the laws of our State, all to be weighed and paid for by standard weight.

5th: We demand the abolishment of the inquitious and unjust contract and sub-contract system wherein a Company lets out to a contractor a certain territory of work and through contractor to a sub-contractor. Contractors designating and stipulating prices to be paid laborers who actually mine the coal suitable to themselves.

6th: We demand a semi-monthly pay day where it does not exist to be paid in legal currency.

Respectfully submitted,

John G. Smith,	Gallaway,	Chairman
James Adams,	Blocton,	Ala.
George Kline,	Piper,	"
George Hillman,	Garnsey,	"
G. E. Browning,	Marvel,	"
Lon Perry,	Roebuck,	"

[illegible]	Sayre,	Ala.
James Nelson,	Cordova,	"
W. N. Stallmark,	Bankhead,	"
R. A. Hodge,	Miner Springs,	Ala.
Joe Woodman,	Wylam,	Ala.
Sam Miller,	Pratt City,	"
M. Young,	Black Creek,	"
James Gardner,	Virginia Mines,	"
G. T. Deason,	Johns,	"
J. A. Beaven,	Townley,	"
G. N. Brown,	Dora,	"
S. F. Davis,	Blossburg,	"
G. N. Meadows,	Empire,	"
J. J. Crim,	Oakman,	"
Sterling McDavid,	Patton,	"
J. G. Brown,	Brookwood,	"
J. W. McBurnett,	Coal City,	"
W. M. Powell,	Seales,	"
Robert Lawrence,	Bessie,	"
W. L. Brassfield,	Flat Creek,	"
J. B. Statem,	Edgewater,	"
W. E. Martin,	Graves Mines,	"
B. W. Roberson,	Kimberly,	"
A. Burke,	Kellerman,	"
W. A. Long,	Natural Bridge,	"
Ike Chambers,	Blossburg,	"
David Alexander,	Republic,	"
J. H. Huges,	Corona,	"
A. Shadrick,	Cardiff,	"
A. Carter,	Maxine,	"
Robert Meyers,	Coal City,	"
H. H. Burchfield,	Yolande,	"
J. L. Starkey,	Altoona,	"
Richard Watkins,	Brookside,	"
J. L. Ferrier,	Aldridge,	"
J. D. Segars,	Carbon Hill,	"
Wm. Harrison,	Birmingham,	"

SCALE COMMITTEE.

Birmingham, Ala., August 2nd, 1917.

TO THE OFFICERS AND DELEGATES TO THIS SPECIAL CONVENTION NOW ASSEMBLED:

Gentlemen:

We, your Committee appointed for the purpose of drafting future policy of our organization in this pending crisis beg leave to submit the following report:

On July 23rd, instant your District Officials issued a call to the Coal Operators of this District to meet your representatives in joint conference on August 2nd, 1917, for the purpose of negotiating a wage scale and changes that naturally go with the same, up to the present time the Operators have not even recognized this invitation.

Therefore, we the Delegates now assembled representing the Miners of this State and having ever in mind the great struggle our Country is involved in at the present time and not desirous at this particular time to lessen the coal production of our State, but to increase it wherever possible to the extent that we may render our full measure of service to our Government at this time.

We now appeal to all public spirited men within our State to assist us in bringing about a proper solution of this pending crisis, we also ask that our State and Federal Government Authorities do all within their power to bring about an amicable settlement of this controversy to the end that our Country will not be embarrassed by any interruption in the coal production of this State.

Having exhausted every honorable means at our command in an effort to bring about a peaceful settlement of this question, we therefore, recommend to the Delegates now assembled that unless there is negotiations on looking toward a settlement of this question on or before the 15th day of August, the Miners of this State will cease work on the 30th day of August, 1917 until such time as an agreement is reached between the Miners and Operators of this District.

Respectfully submitted,
WM. HARRISON,
JIM ADAMS,
JOSEPH WOODMAN,
J. D. SEGARS,
D. BLACKWELL,
HENRY BIRD,
R. W. EDWARDS,
STERLING McDAVID,
POLICY COMMITTEE

United Mine Workers of America

DISTRICT TWENTY

24

Birmingham, Ala., July 23, 1917. 191

To the Alabama Coal Operators, Collectively and Individually.

Realizing that it is the duty of every citizen to contribute their best efforts towards the success of our government during this, the most crucial period in its history, and that the production of coal is one of the most essential factors to the success of our cause in this tragic struggle for human liberty and that harmonious relations between all those who are engaged in the coal mining industry, in whatever capacity, are necessary to bring about the desired results.

In a spirit of profound patriotism and loyalty to our country, we, the representatives of the United Mine Workers of America, District 20, hereby issue an invitation to every coal producing corporation in the State of Alabama, to meet in conference with the representatives of the coal miners and mine laborers of said district, to discuss ways and means of best maintaining industrial peace, and promoting mutual confidence between employer and employe while our country engaged in this great struggle. The medium of joint relationship and collective bargaining between employer and employe is now recognized throughout this country as a correct and proper one to adjudicate economic question that may arise between these two interests. It has amply proved and demonstrated its worth to society, employer and employe. Therefore in a spirit of co-operation and helpfulness, we, respectfully issue this call to the Coal Operators of Alabama.

This conference to be held in the Council Chamber of the City Hall, Birmingham, Alabama, August 2nd, 1917, at 10:00 A. M.

We respectfully request that you honor us with a reply on or before the above date.

Respectfully yours,

J. R. Kennamer, President,
Wm. Harrison, International Organizer of Alabama,
J. L. Clemo, Secty-Treas.

DISTRICT No. 20
United Mine Workers of America

Birmingham, Ala., July 18th, 1917

To the Officers and Members of all Local Unions U. M. W. of A., Dis. 20, Ala.:

You are hereby notified that a special convention will be held in Bricklayers' Hall, 216½ N. 20th Street, Birmingham, Ala.

The convention will convene at 10 o'clock, a. m., Monday, July 30th, 1917, for the purpose of considering and formulating a scale of wages, and other matters pertaining to the interest of the miners and mine laborers of this district.

To be presented to the Operators in joint conference.

The basis of representation to the convention will be as follows:

Representatives to the District Convention shall be elected directly from Local Unions, and shall have one vote for fifty members or less and an additional vote for each fifty members or majority fractional part thereof, but no representative shall have, or be accredited by the Credential Committee with more than five (5) votes, and no person shall be eligible as representative who is not a miner or mine worker or employed by the organization, and is a bona-fide member of a Local Union. The term miner or mine worker includes any one working in or around the mines and a member of a Local Union. Delegates to the convention should be elected sufficiently early to enable the Secretary of Local Unions to forward duplicate credentials so that they will reach the District Secretary not later than July 25th, 1917.

Inasmuch as this will be one of the most important conventions ever held by the miners in this district, we earnestly urge upon you the importance and necessity of electing your most able and conservative men as delegates to this convention.

Fraternally yours,

J. R. KENNAMER, President.
J. L. CLEMO, Sec'y-Treas.

24

PURSUED IN MAKING IT.

1. REASONS FOR ORGANIZING.

For years, since the disorganization of the mine workers in Alabama in 1908, there has been a very geberal demand throughout the mining district of Alabama, by the miners themselves, for reorganization. This demand has become more insistent and more imperative within the last year. The miners claim that they were treated arbitrarily by the operators, and especially wronged by the confiscation of their coal by the operators, claiming that there was slate in it. This system of confiscation was claimed to be very general throughout the district. The coal that was confiscated was taken over by the operators themselves and appropriated to their own use. Protests and remonstrances against this conduct went unheeded. Miners claim that they were not allowed check weighman, as was guaranteed to them by law. In many cases, there were no checkweighmen at all, and where there were, the miners were not allowed to select them, but they were selected by the operators. When complaints were made by the miners that the check weighmen were unfair, or where they demanded a fair checkweighman, they were either discharged or conditions imposed upon them such as forced them to leave the mines. The men further complained that they were not properly paid for "dead" work which had been done in the mines, and that, inside of the mines themselves, conditions were bad, the mines being wet, containing water,-ventilation imperfect,- dangerous conditions, arising from the presence of gas and coal dust, and by being required to work with inexperienced miners, whose conduct endangered the lives of the men. That, in many instances, the miners claim to have been imposed upon, in that they were not furnished the rails, props, cross-ties and other material necessary to extend the tram tracks into their rooms,- it being the duty of the operator to furnish these things, but they were frequently delayed a long time from their work because of failureof the operator to furnish same,- frequently they were required to go to some distant point in the mine and drag the iron tram rails from their then location to some tramway that was being operated,-to go to inconvenient places and long distances for their props and crossties. That dangerous conditions in the roofs of the mines, where it was the duty of the operator to take care of them, were not properly cared for. That the man-ways; that is, the ways traveled by the men to and from their work to the mouth of the mines, were not properly kept, being wet and muddy, filled up with falls, not being of sufficient height,- in many cases man-ways were not provided, forcing the men to go down the slopes where the trams were being operated, which endangered their lives and limbs. That the wages being paid the miners and workers at the mines are out of proportion to what the operators are getting for their product. The price of pig iron, - which has heretofore been the basis upon which miners were paid for digging coal,- having increased three or four fold within a very short period, and coal has doubled or trebled in value. Notwithstanding these enormous increases in the prices of coal and iron, and the fact that the cost of living to miners has doubled or trebled, their wages have not been increased in proportion to the increased cost of living. In some instances, living conditions on the outside of the mines have been vastly improved, but in many other instances, they are no better than they have been for years.

In viewof these conditions, as before stated, the miners demanded the reorganization of the mine workers in this district, and to show that the demand was general and imperative, and that conditions were exceedingly unsatisfactory, we wish to state that, since the 3rd day of June of this year, when the organization began, 23,000 miners and mine laborers have united with the organization, while the last Chief Mine Inspector's report, for the year 1916, shows that there were only 25,282 miners and mine workers in the district.

No local was attempted to be organized except where there was a local request or demand. Peacable and orderly methods have been pursued throughout by those engaged in the reorganization work,- no violence whatever, nor threats, nor approbrious language was used to induce or coeree men to join the union. They have invariably joined of their own free will and accord, and if they had not so joined, they would not continue with the organization. The or-ganization has been conducted with the view of not interfering with the output of coal. To this end, the meetings were held either on Sundays or at night, when the men could not work in the mines. The men were urged not to quit work even though their associates had been discharged because they had joined the union,- while more than eight hundred men, who are the best and most intelligent miners in the district, have been discharged by the operators for no other reason than that they have joined or participated in the organization. Notwithstanding the fact that the operators have reduced the output of coal to the extent that eight hundred active miners could produce, the other members of the union have continued diligently and constantly at work. That local unions have been organized at every camp in the district except a few where the operators have adopted a bull dozing, violent and lawless method to prevent it.

The reorganization was authorized and directed by the United Mine Workers of America, having a membership of over five hundred thousand. The district and local organizations in this State are amenable to the national organization. Under the national organization, practically all the mines in the States of Ohio, Indiana, Illinois, West Virginia, Pennsylvania, Maryland, Kentucky, Tennessee, Missouri, Arkansas, Kansas, Oklahoma, Texas, Colorado, Washington, Wyoming, Montana, Iowa, Michigan and New Mexico, are being worked by Union mine workers, where conditions are vastly better than they are in Alabama, where the output is satisfactory, and where the miners and operators are working together harmoniously.

It is the intention of the National as well as the Local Organizations of United Mine Workers to co-operate to the fullest extent with the Administration, and supply all the coal that is possible for the members to produce. If there is any falling off in coal production in Alabama, it will be the fault of the Operators in refusing, as they have, to take up the grievances of the miners with the Organization, with a view of peaceable and satisfactory adjustment. The organization of the miners could never have been induced if there had not been a real necessity for it. Neither can it be continued unless that necessity exists.

To remedy the evils above outlined, and make the miners of Alabama better citizens, and enable them to aid in development and maintaining prosperity in the State, is the object leading up to and perpetuating the organization.

WESTERN UNION TELEGRAM

A582AN 203 GOVT. 1917 Aug 14 PM 9 11

Birmingham, Ala., 742P 14

F. S. Peabody,
Chairman, Com. on Coal Production, New Dept.Interior Bldg.,
Washington, D.C.

Alabama operators today gave very careful consideration to your request that they send representatives to Washington. They feel threatened trouble entirely question of recognition of union and that all other points are side issues. In regard to taking back employees alleged to be discharged for joining union, the operators are disposed to accord them liberal treatment as a matter of justice and not at the request of union officials. A number of these men have been put back to work and only those who have flagrantly intimidated other workmen will not be taken back. It could be unpleasant for all concerned to have the disorderly ones reemployed. The operators particularly do not wish to be regarded as declining to cooperate with you but they do think the request you make is tantamount to parleying with the United Mine Workers Union or at least would be so regarded here at the seat of the trouble and tend to encourage the men to strike, which we wish to avoid. There are Federal investigators here now and they will probably make a report. Leave Wednesday morning for Washington meeting Thursday.

Erskine Ramsay.

(8/15/17. Above copied from telegram in possession Mr. Diamond.)

DEPARTMENT OF LABOR

TELEGRAM

3Wu. Da. 52 Night Letter

Birmingham/ Ala.,Aug.8, 1917

W. B. Wilson,

Secretary Labor,

Washington, D. C.

Tennessee Coal Iron and Railroad Co.,have discharged more than five hundred men for joining the union ejection notices are being served and suits filed to oust our people from the houses Company is importing men to take their places This is causing ill feelings among our members working for this company.

J. R. Kennamer

Aug.9, 1917...8:05 A. M.

United Mine Workers of America

DISTRICT TWENTY

24

Birmingham, Ala., August 9th, 1917 191

Hon. W. B. Wilson, Secy. of Labor,

Washington, D. C.

Dear Sir:

I am enclosing clippings from the Birmingham News one of our leading and most influential papers of the City, relative to the Miners and Coal Operators controversy in this District. You will note that this paper takes a very strong position that the Coal Operators should meet the miners in joint conference in an effort to reach a settlement of the differences existing between them. The Operators have taken an abriatry stand that they will not meet the Miners' representatives in joint conference. This will give you some idea of the public sentiment of the Operators in refusing to meet the Miners' representatives, I am

Respectfully yours,

Wm. Harrison

TREASURY DEPARTMENT

INTERNAL REVENUE SERVICE

OFFICE OF THE COLLECTOR
DISTRICT OF ALABAMA

BIRMINGHAM, ALA.

Ackd 8/7/17
Facor

August 4th, 1917.

Dear Mr. President,

It now seems certain that there will be a strike of the Coal Miners in this District. The miners feel certain that they would be successful and the shrewdest operators believe likewise. Since 1908, all contracts for coal have a "strike" clause and outstanding now are many contracts at prices much lower than be readily obtained. Thus we have the incentive for the operators to hope for a strike, even though they should feel that they would lose out in the contest with their employees.

Should it become necessary for the Government to take over the coal properties in this District, I desire to offer my time and energies in assisting in every way possible, not inconsistent with my present duties.

I am, with great respect,

Sincerely yours,

John D. McNeel

OFFICE OF THE PRESIDENT

United Mine Workers of America

DISTRICT TWENTY

24

Birmingham, Ala., July 23, 1917. 191

To the Alabama Coal Operators, Collectively and Individually.

Realizing that it is the duty of every citizen to contribute their best efforts towards the success of our government during this, the most crucial period in its history, and that the production of coal is one of the most essential factors to the success of our cause in this tragic struggle for human liberty and that harmonious relations between all those who are engaged in the coal mining industry, in whatever capacity, are necessary to bring about the desired results.

In a spirit of profound patriotism and loyalty to our country, we, the representatives of the United Mine Workers of America, District 20, hereby issue an invitation to every coal producing corporation in the State of Alabama, to meet in conference with the representatives of the coal miners and mine laborers of said district, to discuss ways and means of best maintaining industrial peace, and promoting mutual confidence between employer and employe while our country engaged in this great struggle. The medium of joint relationship and collective bargaining between employer and employe is now recognized throughout this country as a correct and proper one to adjudicate economic question that may arise between these two interests. It has amply proved and demonstrated its worth to society, employer and employe. Therefore in a spirit of co-operation and helpfulness, we, respectfully issue this call to the Coal Operators of Alabama.

This conference to be held in the Council Chamber of the City Hall, Birmingham, Alabama, August 2nd, 1917, at 10:00 A. M.

We respectfully request that you honor us with a reply on or before the above date.

Respectfully yours,

J. R. Kennamer, President,
Wm. Harrison, International Organizer of Alabama,
J. L. Clemo, Secty-Treas.

SCREENED
By KRW NARS Date 9/29/12

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DIVISION OF CONCILIATION

170
1182

Birmingham,Alabama,
January 31m1921

Honorable Hugh L.Kerwin,
Director General, Conciliation Division,
Department of Labor, Washington, D C

My dear Mr Kerwin:

I had a long conference today with Mr.Victor H. Hanson, publisher of the Birmingham NEWS,who has been co-operating with me in trying to get the Governor to act, and he agrees with me that the Governor "double-crossed" us and betrayed our confidence.

I submitted the long statement which I drafted on Saturday,and a copy of which I mailed you to you, and together we went over it and made some changes. I am sending you a copy of the re-draft herewith, exclusive of Exhibits "A" and "B" which you have.

Mr Hanson feels that I ought to send this letter to the Governor,in revised form,herewith,and I have done so.

It is doubtless the Governor will telephone to Mr.Hanson tomorrow (Tuesday) and arrange for a conference the latter part of the week at Montgomery.

I am leaving tonight for Copper Hill,Tenn and will return here the latter part of the week.

With kindest regards and best wishes,

Sincerely and cordially yours,

Wm C. Liller

WILLIAM C.LILLER
U S Commissioner of Conciliation

Rec
5

DEPARTMENT OF LABOR

TELEGRAM

176/1182

WU.....29....Q.....101 Govt. Rate.

Birmingham, Alabama. 12:18pm. Jan. 17th 1921.

Hon. Hugh L. Kerwin,

Washington.

Through confession ten members of Alabama National Guard, who were on strike duty, have been arrested for murder, and imprisoned here for their connection with lynching of Willie Beard, white striking miner, near Jasper, Ala., Thursday morning. Situation tense, and tends to sustain miners charges that members of militia and other secalled law enforcement agencies have been responsible for murders, robbery, and other depredations, which have contributed materially toward bringing about reign of terror in mining districts, closely akin to state of anarchy. Feeling prevails that State Militia is unable to handle situation and that Federal intervention only can relieve situation.

Liller.

220pm

Noted Jany 18-21
HLK

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DIVISION OF CONCILIATION

Birmingham, Alabama, January 10, 1921

Honorable Hugh L. Kerwin,
Director General, Conciliation Division,
Washington, D C

My dear Mr Kerwin:

I had another conference with the Alabama Coal Operators' Committee and find them as "full of fight" as they seemed to be several weeks ago, when I last conferred with them. In fact, they endeavor to appear more determined to "fight it out" now, than they did at that time.

They take the position that the "strike" is over, has been lost by the miners and won by the Operators and that there is nothing to do but the "calling the strike off" by the miners.

Proposals for a compromise, or a "truce" are scoffed at, nor will they entertain a proposition for a settlement on the basis of the Ruby mine contract. Which, in effect, is along "open shop" lines, concedes the right of the men to organize and guarantees the principles of "collective bargaining."

They contend this kind of a settlement would simply mean a postponement of another conflict later on, and that they propose to fight it out now, to the bitter end, and "wipe out the last vestige of unionism in Alabama", and, that if necessary, they will keep on the fighting if it takes every dollar they have at stake.

Fortunately, this is the attitude of a small group of selfish, self-contained Operators who are dominating the situation and blocking the way to adjustment. They represent a small minority of the Operators. I feel safe in saying that fully 75 per cent. of the Coal Operators of Alabama (including the larger operations) dissent from this position and would welcome some kind of a settlement on a fair, equitable basis.

However, not until some of the more conservative and liberalminded operators can be united behind the leadership of some man, or group of men, who will take the "bull by the horns" and lead the fight to overthrow and squelch this Committee, I fear nothing can be done or will be accomplished. It simply means a fight within the Operators own ranks. Sooner or later, it will come. Many of the big Operators are "sick and tired" of the situation and want relief. The public is disgusted with it all and the taxpayers of the State are beginning to complain about the enormous cost of keeping the militia on strike duty.

I am of the opinion that they plan to either take some steps to "drive" Mr. Bitner and other representatives of the Mine Workers out of the State, as they did some years ago, or put Mr Bitner under arrest for "inciting to riot", throw him in jail and keep him there, without bail, when he returns. In fact, I am reliably informed that the Operators

(fighting) Committee are confident of putting over some "stunt" that will have a material effect on the situation. I have acquainted Mr.Bitner of the situation and put him on his guard so he will know what to expect when he gets back.

The statement was made to me,today, by a representative of one of the big Corporations,here, that the only way to get anywhere and put an end to the matter is to start "pulling the rough stuff".

Recently,a body of men known as the "Austin Law Enforcement Squad" has been very active and trailing the Mine Workers' officials everywhere. Everything possible is being done to provoke a quarrel or trouble,intimidation and oppressive methods are resorted to,and the matter is reaching such a point that a "break" will occur any day and then there may be much "bloodshed" and "martial law".

I had a long conference,today, with Mr Victor Hanson,the Publisher of the Birmingham News,who is the closest friend that Governor Kilby has. I outlined the situation to him,from every angle, and enlisted his co-operation,to the extent that he telephoned the Governor,in my presence,and arranged for the Governor to take luchh with Mr.Hanson and me in Montgomery,tomorrow,and go over the situation,thoroughly.

Our effort will be ~~for~~ to get the Governor to try and force the militant Operators Committee into line by notifying them that within two or three weeks, or a certain,date, the troops will be withdrawn, and that in the meantime all the operators that desire to do so, will be given an opportunity to agree to and sign the Ruby mine contract,which both he and I consider fair and just to all,under the circumstances. Which Mr Bitner agreed to accept for the Mine Workers and which Mr.H.B.McCormick and the largest Coal Operators agreed to adopt.

How far we can go with the Governor or what progress we can make remains to be seen.

The Governor,I understand,is getting tired of the situation and will welcome some kind of a settlement,he is greatly concerned over the expense of keeping the troops in the field,and by his course he has made many political enemies. I suggested to Mr Hanson that if the Governor would take this matter in hand and take some positive stand on the matter it would enable him to "redeem" himself and strengthen himself politically and otherwise,and he readily took to the suggestion.

The air here is charged with "dynamite",do not be surprised at anything you hear ~~here~~ about developments here. The relations are badly strained,the tension is great, and it will take very little to start "sniping","bushwhacking","picking off the soldiers" and "bloody conflict" in various mining districts.

Would suggest,for the present, that this communication be regarded as confidential. Will keep you posted as developments occur.

With kindest regards and all good wishes,

Sincerely yours,

Wm C. Liller

WILLIAM C.LILLER

Mr Hanson just tells me he has postponed the trip to Montgomery until Wednesday on account of engagements here which had been overlooked.

Alabama Coal
179
118

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DIVISION OF CONCILIATION

Birmingham 1/29/21

My dear Mr Kerwin:

Am making very slow progress and waiting on the Governor to take some promised action, but begin to believe he is not acting in good faith. Will write you more fully, later, and keep you advised of any new developments.

The enclosed editorial is about the most drastic and the bitterest indictment of any State Executive I have ever seen. Suggest you show it to the Secretary and Mr Gompers. Perhaps a statement by Mr Gompers on the situation would give it a great deal of added

Noted by RK

publicity - that is about the only weapon that seems to get under their hides.

Doubtless you saw by press dispatches that higher courts of state sustain operators suits for ejectment of miners from the houses now occupied by them. I find on various trips to different mining camps that there are hundreds of empty houses and that operators do not need them for housing strikebreakers, as they do not back enough men or families to supplant or replace the striking miners. The ejectment suits are only for vindictive purposes and to force miners to return to work. Provisions are being made to establish tented camps for housing the ejected miners and their

DIVISION OF CONCILIATION

3

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

families, and all of them are being well provided for in every way.

With kindest regards and all good wishes,

Sincerely yours,

Wm B Wilson

To the
Honorable Hugh L Kerwin
Washington DC

VAN A. BITTNER.
913-14 FARLEY BUILDING
BIRMINGHAM, ALA.

PHONE MAIN 249

OFFICE OF CHIEF REPRESENTATIVE
INTERNATIONAL UNION

United Mine Workers of America

IN

DISTRICT 20

[redacted]-24

(B)

Birmingham, Alabama.
January 21, 1921.

Hon. Wm. C. Liller,
Division of Conciliation,
United States Government,
Washington, D.C.

Dear Sir:

The representatives of the United Mine Workers of America, who are conducting the strike of the miners in Alabama, desire to inform you that we have always been willing to meet the coal operators in conference for the purpose of settling the strike upon some common ground, It has never been the purpose of the United Mine Workers of America to issue an ultimatum and stand by it as the only means of settlement of an industrial dispute but the very principle of collective bargaining is exemplified when the representatives of the miners' organization and the representatives of the coal operators meet around the council table and there work out a settlement of the controversy that is reasonably satisfactory to all parties involved.

We desire to impress upon you the fact that the strike in the Alabama coal fields was called for the express purpose of enforcing the terms of the award of the Bituminous Coal Commission appointed by the President of the United States. As you no doubt recall, President Wilson, on behalf of our government and the people of our country, agreed with the representatives of the United Mine Workers of America that if the general strike, which was at that time in progress throughout the coal mining fields of this country, was called off and all miners returned to work, he was ready to appoint a commission who would hear all the matters in controversy and render a decision thereon. The representatives of the mine workers organizayion accepted this proposition and the miners throughout the entire country returned to work with the exception of Alabama where the coal operators defied the government and refused to allow some fifteen hundred men to return to the mines. The representatives of the Alabama miners presented their case to the Bituminous Coal Commission appointed by the President and on March 6, 1920, the commission rendered its decision and made its award. Again the Alabama Coal Operators Association refused to put this decision and award into effect in the mines of this state; thus again defying the express terms of the settlement made between the mine workers and the United States government.

Notwithstanding these facts, the miners of Alabama remained at work and their representatives did everything in their power for several months to avoid a strike. However, after pleading with the operators for a

conference for several months and being finally informed that the coal operators under no circumstances would meet with the representatives of the miners and negotiate a settlement in accordance with the award of the President's Bituminous Coal Commission, we were finally forced to call a general strike on September 7, 1920.

After the strike was inaugurated, we made a definite proposition that President Wilson appoint a commission to investigate all the questions at issue and the mine workers would abide by whatever decision such commission would render. The operators would not accept this proposition.

We then offered as a method of settlement that Hon. Thos. E. Kilby, Governor of Alabama, appoint a commission to be composed of one representative of the coal operators association, one representative of the miners' organization, and one representatives of the public to settle all questions involved in the strikeand the miners would abide by whatever decision was reached. In the appointment of this commission, our proposition also carried with it that in order that the public might be amply protected the decision reached by the commission must be agreed to by the representative of the public. The Governor in turn submitted this proposition to the operators and they refused to accept it.

In view of the facts set forth, we believe we have made every honorable effort possible to settle the strike. We stand ever willing to cooperate with the representatives of the Government of the United States or the Governor of Alabama or anyone else working in the interest of the people to bring about a settlement of the strike. We recognize that the strike has caused untold suffering among the miners and their families. We recognize that the people of the entire state of Alabama have been very much inconvenienced by the strike. Therefore, as patriotic Americans, in the hope that industrial peace may prevail in the mining fields of Alabama, we are willing to accept the following concrete proposition which you have submitted to us as a basis for the settlement of the strike.

"MEMORANDUM OF AGREEMENT.

Entered into by and between _____, party of the first part, and their employees, party of the second part.

Party of the first part agrees to pay party of the second part the wages awarded by the commission appointed by President Wilson for the purpose of determining the increase of wages which the mine workers were entitled to, as follows:

FIRST: An increase of twenty-four (24¢) cents per ton for mining run of mines coal; an increase of twenty (20%) percent in all day labor rates; an increase of twenty (20%) percent on all yardage, deadwork and room turnings; all of which increases are to be applied on the existing rates effective October 31st, 1919.

SECOND: This contract is based upon an eight hour work day. It is definitely understood that this shall mean eight hours work at the

face, exclusive of the noon time, and all day labor, necessary for the transporting and dumping of coal, that may be in transit at quitting time, shall continue working until such coal is loaded on railroad cars, it being understood that no more than one-half hour may be required for this work, which will be performed by the necessary day labor involved, without additional compensation.

THIRD: That the Coal Company recognizes the rights of its employees to join any union, labor organization, or society they may choose, and agree that they shall not be discriminated against in the distribution of work for having joined such organization, providing always that in their affiliation and in the conduct of the organization nothing is done to disturb the relations existing between employer and employee by methods of intimidation or coercion, and provided that employees joining any organization recognize the right of each employee to join or not as he may individually decide, and also recognize the right of the Company to insist that no employee shall use the COmpany's time for any purpose other than that for which he is paid and that he must not interfere with the operation of the mine or knowingly do that which will reduce the output.

The right of the men to meet in peaceful assemblage shall not be interfered with or abridged.

FOURTH: There shall be a mine committee composed of three mine employees from each mine, which shall be selected by the employees at the mine, after written notice stating the place and time of meeting has been posted at the tipple or tipples at least three days prior to the date of such meeting, and similar notice shall be posted three days prior to the subsequent election of any mine committee.

FIFTH: The duties of the mine committee shall be confined to the adjustment of disputes between employer and employees which may ariseffrom time to time in and around the mine.

SIXTH: It is agreed that if any difference arises between an employee and the employer in or about the mine, an attempt shall be made to adjust the same with the boss by the person or persons affected. If no adjustment is reached, the question shall be referred to the Mine Foreman and Mine Committee. If they fail to agree, it shall be taken up with the Mine Superintendent by the Mine COmmittee. Failing of adjustment, the Mine Committee shall take up the question at issue with the General Manager of the Company, and if they fail to make a satisfactory adjustment, the matter then shall be referred to the permanent umpire, who is to be chosen by the representatives of the miners and operators, parties to this agreement, whose decision shall be rendered within five days and shall be final and binding upon both parties. The term of the umpire shall be during the life of this agreement.

At any hearing before the umpire, so named as above, either the Company of the Mine Committee may have the benefit of counsel, attorney or advocate.

SEVENTH: The Mine Committee shall not take up any grievance during work hours unless absolutely necessary.

EIGHTH: There shall be no stoppage of work pending settlement of disputes.

NINTH: It is agreed that the miners may have a checkweighman on the tipple to see that their coal is properly weighed and accredited to them, selected as required by law.

TENTH: The rules of the Company shall provide for a square turn in the distribution of cars. The operator and his superintendent and his mine foreman shall be respected in the management of the mine and the direction of the working force. The authority to hire or discharge shall be vested in the mine superintendent or mine foreman.

ELEVENTH: Explosives shall be furnished the miners at cost, which is to include handling, transportation and insurance.

TWELFTH: All rules, regulations and practices in effect October 31, 1919, shall continue without change except as they may be affected by this agreement.

THIRTEENTH: The semi-monthly pay day shall be continued.

FOURTEENTH: The provisions of this contract shall be in effect from the first day of April, 1920, to the 31st day of March, 1922.

FIFTEENTH: The award of the Commission as to house rent and coal is to be put into effect.

SIXTEENTH: Provided that if the Commission referred to should decide that the day man be paid $1.00 per day instead of 20%, the Coal Company will put the same in effect. "

That there may be no misunderstanding of this proposition, it contemplates that immediately upon acceptance of it by the coal operators, affected by the strike, the strike will be called off and all men who are involved in the strike shall be given employment at the respective mines at which they worked prior to the strike.

The first and sixteenth clauses of the Memorandum of Agreement deals with the question of wages and shall be considered as one proposition.

The third clause of the Memorandum of Agreement, which gives the miners the right of peaceful assemblage means that the miners will have the right to meet upon the company property and, if they desire, a representative of their organization can attend and address such meetings. The rest of the Memorandum of Agreement very plainly speaks for itself.

In accepting this proposition, we recognize the fact that we are giving up many of the fundamentals for which we are contending and we also know that our organization is prepared to carry on the strike in Alabama indefinitely and is in a better position today to vigorously prosecute the strike than it has been at any time since the beginning. In conclusion we desire to request that our acceptance of this proposition be treated as a confidential matter, with the distinct understanding that, if it is not accepted as a basis of settlement by the coal operators, the strike will be continued.

Very respectfully yours,

J.R.KENNAMER

President

WM.L.HARRISON

International Board Member.

VAN A.BITTNER

Chief Representative, International Union
United Mine Workers of America.

@

Birmingham, Alabama,
January 21, 1921.

Hon. Thomas E. Kilby,
Governor of Alabama,
Montgomery, Alabama.

Dear Sir:

Referring to our letter under date of January 21, 1921, addressed to Hon. Wm. C. Lilley of the Department of Labor, United States Government, in which we agree to a basis on which the present coal miners' strike may be settled, we further propose, provided you can see your way clear to accept our proposal and undertake an adjudication of the differences between the operators and miners, to have you name the permanent umpire mentioned in Paragraph 6 of the proposed basis of settlement, to settle all disputes and we agree now to abide by his decision on matters submitted to him for arbitrament.

Very respectfully yours,

J R KENNAMER
President

WM. L. HARRISON
International Board Member,

VAN A. BITTNER
Chief Representative, International Union,
United Mine Workers of America.

cc

170/1182

DEPARTMENT OF LABOR

TELEGRAM

19Po Da. 65 Government Rate

Birmingham, Ala., January 13, 1921

Hugh L. Kerwin,

Director General Conciliation,

Washington, D. C.

Group of masked and disguised soldiers broke into Jasper, Ala. jail this morning overpowered jailor abducted William Beard striking mine worker, took him into outlying country and shot him to death Beard was awaiting trial for killing James Morris militiaman in self defense after Morris had killed Beard's father-inlaw. Rev. John Northcutt December twenty third last feeling runs high and outbreaks against militia are momentarily expected

Liller.

4:14 P.M.

Bitner's Statement

Rep. Mr. Van A. Bitner

Alabama Coal fields

The confession of Leslie West, taxicab driver, and brother of the Superintendent of the Galloway Coal Company, resulting in the arrest and imprisonment of ten members of the Alabama National Guard, who were on strike duty, for murder, inconnection with the lynching of Willie Beard, striking mine worker, at Jasper, on Thursday, only brings to a climax a series of lawless events charged against members of the State militia, by striking miners.

It only emphasizes the tensity of the situation and demonstrates more forcibly than anything we could say or do that the present military and law enforcement agencies instead of maintaining law and order are either directly or indirectly responsible for creating a reign of terrorism which has deprived the miners of every right guaranteed to them by the laws of this State and the Constitution of the United States.

The implication of members of the Alabama National Guard in the murder of Beard, and the brutal attack and assault by members of the Austin Law Enforcement squad upon a prominent Birmingham citizen, in no manner connected with the Miners' organization, justifies the conclusion reached by many prominent Alabamians that these agencies have demonstrated their inability to fairly and ~~[illegible]~~ satisfactorily handle the situation or safeguard life and property and will doubtless result in strong pressure being exerted in Washington to have federal troops sent here to take charge of the situation.

The Mine Workers organization stands for law and order and we have done everything possible to contribute to that result and suppress violence. In this connection, it is significant, that up to this time, of all the miners who have been arrested and charged with various crimes and misdemeanors, throughout the coal fields, none of them, thus far, have been convicted.

The Alabama miners are fighting for a principle, to bring about better working conditions, to establish peaceful and harmonious relations between their employers and themselves.

The greatest opposition to a settlement of the controversy i advanced by a small group of operators, who, having created conditions their respective mines that are satisfactory to themselves and enable to operate their mines and sell coal at a big profit while other mines are either idle or operating at great expense with inexperienced labor, are preventing other operators to enter into negotiations for a settleme

The coal miners strike in Alabama is not lost or over, despite many handicaps by reason of a surplus of labor, decreased demand for coal business depression and other Providential influences which have, thus fa favored the Operators. ~~The~~

The United Mine Workers were never in better shape to wage the fight for justice and humanity than now.

With the ending of the West Virginia strike, the International organization, backed by over five hundred and fifty thousand red-blooded American citizens, will now be able to concentrate its wealth and influe here in bringing about the emancipation of the Alabama coal miners from the tyranny and oppression of their employers and keeping up the conten indefinitely.

Nothing is intended to be or will be done by the miners in defiance of law or constituted authority, but every right and privilege guaranteed under the United States Constitution to its citizenship wil be invoked.

We realize that this decision will entail the expenditure o hundreds of thousands, perhaps millions of dollars by our organizat and [illegible] thousands of dollars

amicable adjustment, and with a view of assisting in conserving the State's finances and making it unnecessary to send another half million or more dollars of the taxpayers money to further interests of vindictive, mercenary operators who are preventing a settlement.

c Alabama coal

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DIVISION OF CONCILIATION

~~1782~~

Lancaster, Pa., December 11, 1920

170/1182

Honorable Hugh L. Kerwin,
Director General, Conciliation Division,
Washington, D C

My dear Mr Kerwin:

I have the honor to respectfully submit the enclosed communication from Mr. Van A. Bitner, Chief Representative, United Mine Workers of America, in Alabama, for your information.

Kindly return same to me for my files, after same has been noted.

Will leave tomorrow (Sunday) morning for New York City and proceed from there to Oswego, N.Y. as directed by you.

With kindest regards and best wishes,

Sincerely and cordially yours,

WILLIAM H. MILLER
U S Commissioner of Conciliation

file K/H

J. R. KENNAMER, PRESIDENT
913-14 FARLEY BUILDING
BIRMINGHAM, ALA.

PHONE MAIN 249
RES. PHONE WOODLAWN 795

OFFICE OF THE PRESIDENT

United Mine Workers of America

DISTRICT TWENTY

24

Birmingham, Ala.,

December 9,1920.

Mr. W. C. Liller,
U.S. Commissioner of Conciliation,
Lancaster, Pennsylvania.

My dear Liller:

Your kind favor of December 7th, notifying me that you intended to return to Alabama in a few weeks, received. It is certainly our desire that you return.

I may advise that there is very little change in the strike situation. A few of the smaller companies are signing the Beltona agreement, but of course the larger comoanies are still holding out. The action of the International Executive Board in endorsing the strike and levying an assessment upon our membership has given considerable encouragement to the striking miners.

Confidential message received. Thanks.

With best personal wishes,

Yours very respectfully,

Van A. Bittner
Chief Representative,
International Union.

HC

170/1182

DEPARTMENT OF LABOR

TELEGRAM

8Po' Da. 29 Government Rate

Birmingham, Ala., January 7, 1921

Hugh L. Kerwin,

Department of Labor,

Washington, D. C.

Alabama situation unchanged, excepting military forces now prevent all meetings. Am awaiting Mr. Bittner's return understand he will confer with President Lewis at Indianapolis Monday headquarters Tutwiler Hotel Birmingham.

Liller

Jan 8 9:20 A.M

Noted
File

DEPARTMENT OF LABOR

TELEGRAM

WU .. 25....Q.....38-4extra. Pd

Birmingham, Ala. 12.15pm.Nov. 30,1920.

Honorable Hugh L.Kerwin,

Washington.

International Executive Board United Mine Workers now meeting in Indianapolis. If not incensistent with policy your Department, will appreciate your having commissioner Miller proceed there and acquaint President Lewis with Alabama situation. Please answer.

Van A.Bitner,

Chief Representative,
International Union.

152pm.

Alabama Coal fields

DEPARTMENT OF LABOR

TELEGRAM

17
118

W 2 Q 12 Govt.

Birmingham, Alabama. 749pm. Nov. 29, 1920.

H.L.Kerwin,

Director, Washington.

Operators held meeting today, finally and decisively rejected all proposals for settlement

Liller

9am Nov 30

Noted
Filed
R

Alabama Coal

170/1142

DEPARTMENT OF LABOR

TELEGRAM

6Po. Da. 22 Government Rate

Birmingham, Ala.,November 26, 1920

Hugh L. Kerwin,

Department of Labor,

Washington, D. C.

Had all day conference with operators committee meeting adjourned until Monday for meeting members State Association no new developments making slow progress.

Liller

Nov 27 9:13 A.M.

Noted
File

NEXT CONVENTION, ALBANY

OFFICE OF

Alabama State Federation of Labor

AFFILIATED WITH AMERICAN FEDERATION OF LABOR

910 Farley Building

EXECUTIVE BOARD
W. L. Harrison, President
Birmingham, Ala.
M. E. Barganier, Vice-President
Montgomery, Ala.
A. P. Ezell, Vice-President
Anniston, Ala.
Sam C. Hunt, Vice-President
Florence, Ala.
E. W. Scherman, Vice-President
Mobile, Ala.
W. R. McClusky, Vice-President
Albany, Ala.
L. Bowen, Secretary-Treasurer
Birmingham, Ala.

GENERAL COUNCIL
John W. Altman, Birmingham, Ala.
ASSOCIATE COUNCIL
J. A. Lipscomb, Bessemer, Ala.
Alex. T. Howard, Mobile, Ala.

OCT 23 1920
ACK'D
RECEIVED OCT 26 SECRETARY'S OFFICE
THE WHITE HOUSE OCT 28 1920

Birmingham, Ala., October 21,1920.

Hon. Woodrow Wilson, President,

White House,

Washington, D.C.

Labor

My Dear Mr. President:-

Attached hereto you will please find copy of call for a special convention of the Alabama State Federation of Labor which is self explanatory, and is being sent out over the State of Alabama asking that the representatives of the Organized Labor movement in this state assemble in Birmingham, on October 28th and 29th to consider pending labor troubles that are explained in detail in this call.

The situation in the coal mining district of our State are getting to be rather acute, and if there is any way that you could use the influences of your good offices we would be indeed grateful for your consideration.

We are, Yours very truly,
Alabama State Federation of Labor,

W. L. Harrison, President

L. Bowen, Sec.-Treas.

Concil.

NEXT CONVENTION, ALBANY

OFFICE OF

Alabama State Federation of Labor

AFFILIATED WITH AMERICAN FEDERATION OF LABOR

910 Farley Building

EXECUTIVE BOARD
W. L. Harrison, President
Birmingham, Ala.
M. E. Barganier, Vice-President
Montgomery, Ala.
A. P. Ezell, Vice-President
Anniston, Ala.
Sam C. Hunt, Vice-President
Florence, Ala.
E. W. Scherman, Vice-President
Mobile, Ala.
W. R. McClusky, Vice-President
Albany, Ala.
L. Bowen, Secretary-Treasurer
Birmingham, Ala.

GENERAL COUNCIL
John W. Altman, Birmingham, Ala.

ASSOCIATE COUNCIL
J. A. Lipscomb, Bessemer, Ala.
Alex. T. Howard, Mobile, Ala.

ALABAMA STATE FEDERATION OF LABOR ORGANIZED 1900 LABOR OMNIA VINCIT

CHIEF CLERK
OCT 28 '20
DEPARTMENT OF LABOR

Birmingham, Ala., October 21, 1920.

Hon. W.B. Wilson, Secretary of Labor,

Washington, D.C.

My Dear Mr. Wilson:-

Attached hereto you will please find copy of call for a special convention of the Alabama State Federation of Labor, which is self explanatory, and is being sent out over the State of Alabama, asking that the representatives of the Organized Labor movement in this State assemble in Birmingham on October 28th and 29th to consider pending labor troubles that are explained in detail in this call.

The situation in the coal mining district of our State is getting to be rather acute, and if there is any way that you could use the influrnces of your good offices we would indeed be grateful for your consideration.

We are, Yours very truly,
Alabama State Federation of Labor.

W. L. Harrison — President.

L. Bowen — Sec.-Treas.

Public Stenographer
Hotel Gayoso
Memphis Hotel Company
Proprietors
Memphis
MANAGERS:
A.L. PARKER
B.S. PARKER

170
182
11/20/20

My dear Mr Kemmin:

It may interest and surprise you to know that I have opened negotiations that may lead to a settlement of the Alabama Coal situation, in a few days. The operators met today to consider a proposal which I submitted them and which Mr Van A. Bitner advises he will support in behalf of the miners. The Field & operators Committee will meet again tomorrow (Monday) and I am to

Public Stenographer
Hotel Gayoso
Memphis Hotel Company
Proprietors
Memphis
MANAGERS:
A.L. PARKER
B.S PARKER

(2)

have another conference
with them Tuesday & I
cannot say you can understand
both sides are obstinate and
refuse to make concessions
and it will not surprise me
if my efforts fail & however
there is now a possibility
of securing an agreement
through me which will end
the strike & remove the
necessity of the troops &
neither side has any
confidence in, or will listen
to the Governor, so it is

Public Stenographer

Hotel Gayoso

Memphis Hotel Company
Proprietors

Memphis

MANAGERS:
A. L. PARKER
B. S. PARKER

3

useless to see King now &
as I could do nothing
in Birmingham upon Tuesday
concluded to come to
Memphis and look into
the Neat Cattle situation
here & will report on this
later.

Will leave Memphis
Monday night for Birmingham
and stay at the Tuxwiler Hotel.

Kindest regards & best
wishes.

Sincerely yours,
Wm. B. Killen

To
Hon Hugh L. Kerwin
Washington DC

Alabama Coal file

176

Conciliation

November 20, 1920

10 am

John L. Lewis, President United Mine Workers,
Merchants' Bank Building,
Indianapolis, Indiana.

Referring to your correspondence with the President which has been referred to Secretary of Labor Wilson, the Secretary decided after very careful consideration to send Captain William C. Liller into Alabama for the purpose of renewing efforts to secure a satisfactory adjustment. Several days ago Secretary conferred with Messrs. Van Horn and Zimmerman and later with Mr. Liller who is now and has been for several days in Alabama.

KERWIN

- -

Attest:

Assistant to Secretary.

K/h

DIRECTION
THE UNITED HOTELS CO. OF AMERICA

HOTEL TUTWILER OPERATING COMPANY, INC.

OPERATING

The Tutwiler

Birmingham, Ala.

170
1182

Nov. 18/20

My dear Mr Kennin:

I have had several conferences with officers and representatives of the miners and the Mine Workers organization, and also some of the large Coal operators, and, at this writing, there is not much prospect for an adjustment. Both sides seem determined to "fight it out"; with the prospects of certain defeat for the miners - due to various contributing conditions which are favorable to the operators, viz: ① the attitude of Governor Kilby; ② the

Notel
Tuti
R

HOTEL TUTWILER OPERATING COMPANY, INC.
OPERATING
The Tutwiler
Birmingham, Ala.
DIRECTION
THE UNITED HOTELS CO. OF AMERICA

2

use of the state militia; (3) the general business depression resulting in the curtailment of industry and demand for steam coal; (4) the unwillingness of cotton planters to carry their negro help over the winter ~~[illegible]~~ on account of the declining price of cotton which is driving the negroes into the mines and supplanting white miners. On the whole, the situation is not encouraging. However, I have influences at work trying to harmonize the conflicting interests and "bitter enders" on both sides, but am making very slow progress.

HOTEL TUTWILER OPERATING COMPANY, INC.

OPERATING

The Tutwiler

Birmingham, Ala.

3

DIRECTION
THE UNITED HOTELS CO. OF AMERICA

If any developments of importance or special interest arise, will keep you advised.

With kindest regards and all good wishes,

Sincerely yours,

W. B. Fieler

DIRECTION
THE UNITED HOTELS CO. OF AMERICA

HOTEL TUTWILER OPERATING COMPANY, INC.

OPERATING

The Tutwiler

Birmingham, Ala.

3

If any developments of importance or special interest arise, will keep you advised.

With kindest regards and all good wishes,

Sincerely yours,

Wm. B. Zieler

NEW AGREEMENTS FOR SOME MINES

Blue Book Contracts Supplemented By Attached Letter Stating New Covenant

Unless supplement agreement is attached, the celebrated blue book contracts made between coal operators and men employed at their mines became dead letters today, according to notice served ten days ago by Van Bittner, international miners' representative at a joint meeting of the blue book operators and union mine officials.

The exception is this, as stated by W. L. Harrison, international organizer.

Blue book contracts will remain in force where, first, full recognition of the union is accorded, and secondly the check-off system, under which the operator collects the union dues, is also provided. If the blue book operators accept these supplemental provisions, they will stand; otherwise the union washes its hands of them.

No figures with regard to the number of blue book mines that have signed the uniform Beltona agreement or have accepted the supplemental provisions making good the blue book contracts were given at union mine headquarters. It was stated that several had been signed at different mining camps during the day, but had not been forwarded to headquarters.

A list of those signing at the joint conference of the union and blue book operators ten days ago was published in The Age-Herald.

Mr. Harrison stated yesterday afternoon that he had come from Walker county with four contracts in his pocket, three of which were the blue book with the supplementary agreements attached. The latter will be considered as binding as the Beltona, according to Harrison.

GOVERNOR REFUSES NEW YORK "ADVICE"

Executive Receives Letter Advising Upon Proper Method of Handling Coal Strike

Montgomery, November 15.—(Special.)—Gov. Thomas E. Kilby will not permit any person or organization outside of Alabama to make suggestions to him about what he should do and not do in the coal strike district.

The governor admitted today that he had received a letter from an organization in New York protesting against the orders of General Steiner prohibiting mass meetings and urging the governor not only to countermand the order of General Steiner, but to move the troops from the strike district.

"I shall not make any reply to this letter," said the governor. "Persons in other states do not know conditions in Alabama and should not attempt to interfere in affairs of this state. It is right that citizens of Alabama should make suggestions to their public officials at any time, but I do not think a person or an organization residing in another state should attempt to say what the chief executive or any other officer of Alabama should do or not do."

The organization insisted that the keeping of troops in the strike district was a violation of Alabama constitution.

Alabama Coal file

UNION STATION PLAZA

G.B.ASHBY, MANAGER.

The
Capitol Park Hotel
EUROPEAN PLAN
FIREPROOF

~~Washington, D.C.~~ Enroute 11/15/20

My dear Mr Kerwin;

I had a conference with Senator Underwood, at his Cottage in the Clinchmounts, some distance from Tate station last night and could not interest him or get him to do anything with the situation as per my telegram last night. He feels that it is a local situation, that the fight is over the "recognition of the Union" and "closed shop" and the Miners have lost. He also contends that Governor Kilby and

Noted
R.L.

the authorities are only keeping the peace by use of troops, preventing violence and enforcing the law. In short, could do nothing with or through him, as a matter of fact he holds that the White House or Labor Department should keep their "hands off". I explained to him we had no interest in the matter other than to assist, if possible, in bringing about an adjustment. That the Department does not act or take any cognizance of any situation unless asked to do so or invited to by

UNION STATION PLAZA

G.B.ASHBY, MANAGER.

The
Capitol Park Hotel
EUROPEAN PLAN
FIREPROOF

3

Washington, D.C.

either or both sides to the controversy.

I met Secretary Wilson, Dr Davis, the Secretary's son and another gentleman on the train from Morristown to Knoxville, this afternoon, and had quite a talk with the Secretary and told him about my conference with Senator Underwood.

Am due in Birmingham at 11.10 pm tonight.

Kindest regards and all good wishes. Sincerely yours,

W. H. Lyle

Alabama Coal file

170/1182

DEPARTMENT OF LABOR

TELEGRAM

10
WU Q 44 Collect Govt

MR...Morristown, Tenn. 10.15pm. Nov.14,1920.

Hugh L.Kerwin,

Washington.

Had conference with Senator tonight. He declines participation, contends situation is open ~~or~~ closed shop fight that Governor and authorities are enforcing law and Federal interference is ill advised and unnecessary. Is of opinion situation is not as represented to President and Department.

Liller.

930a Nov. 15.

noted
Bill
L

United Mine Workers of America

AFFILIATED WITH A. F. OF L.

JOHN L. LEWIS,
PRESIDENT

TELEPHONE:
MAIN 3188

1106 MERCHANTS BANK BLDG.
INDIANAPOLIS, INDIANA

43

November 20, 1920.

Honorable H. L. Kerwin,
Chief of Bureau of Conciliation,
Department of Labor,
Washington, D. C.

Dear Mr. Kerwin:

I have today your telegram of even date, advising me that my correspondence with the President, dealing with the Alabama situation, had been referred to Secretary Wilson and that the Secretary had some days ago sent Captain William C. Liller into Alabama for the purpose of renewing efforts to secure an adjustment of the deplorable situation in that state.

I am very glad that this action has been taken, although I cannot persuade myself that it will have any particular result. The attitude of the Alabama operators is one of arrogant defiance and I am afraid that they will treat the Department of Labor with the same contempt that they exhibit toward the Mine Workers' representatives. I was hopeful that the President might be persuaded to take a personal interest in this matter to the degree where he might publicly ask the Alabama operators to attend a meeting for the purpose of discussing an adjustment. I presume though that his severe illness and his consequent bodily infirmity prevents him from giving the matter his personal attention. It is most unfortunate because of the deplorable condition that now exists in that state. Only last week we were required to purchase 1000 additional tents in which to house the families which are now being evicted. As a matter of sheer justice it does seem that there should be some way to compel the coal operators of that state to comply with the award of the Bituminous Coal Commission. It is the sentiment of our people freely expressed that because of the machinery of the government used against the organization and its officers during the strike of last year and now being used through the instrumentality of the Federal courts that similar action should be instituted against the Alabama coal operators. They are not, of course, familiar with the fine distinctions of the law or the legal quibbles which can cleave a line of demarcation between right and wrong which is not visible to the lay mind. They only know that the gov-

ernment exercises great powers to compel the mine workers to respect its mandates and feel that equity and the principle of fair dealing demands similar action toward the Alabama operators.

For the information of your department I am enclosing herein a circular letter sent out to the mine workers of the country by Local Union 2219, of Gillespie, Illinois, dealing with the Alabama situation. You will note that it has been signed by the officers and indorsed with the seal of Local Union 3099, of Belleville, Illinois, which indicates that it has been a matter of consideration by the Belleville Local Union and that the officers have been instructed to indorse the text of the resolution and forward same to the President of the organization. Hundreds of Local Unions in our organization have in this manner indorsed this resolution and great numbers of them continue to come in daily. You will note that the resolution demands that the President of the Mine Workers'organization call a national strike of all bituminous mine workers by December 1, 1920, unless something has been done by the government to intercede into the Alabama situation. As you personally know I am not in favor of any such action on the part of our organization and my strength and influence in our union has been used to compel our membership to conform to orderly procedure and conduct themselves in a way which would be justified by every moral consideration and in the minds of the fair thinking citizens of our country. I have no present intention of changing my attitude on these matters of policy but venture the opinion that all and all it is a thankless task. One cannot arouse any great amount of enthusiasm in continually hammering away at his people to prevent them from striking at a known and recognized evil of far reaching consequence which permits a continuation of a near feudal system in great sections of our mining field. Our union is feeding 42,000 people in Alabama at a most tremendous weekly expense. Poverty and wretchedness such as always accompany a struggle of this character prevails there. It does seem that the moral sense of the nation could be shocked to the degree necessary to change these conditions if the President could be induced to consider the question in the light of its outstanding facts and express himself in consonance with his recognized concept of morality and justice.

Very truly yours,

John L. Lewis

President.

L:G

OFFICE OF

Local Union No. 2219, U. M. W. of A.

WILLIAM PRICE, SECRETARY

GILLESPIE, ILLINOIS.

Rec'd Nov. 20

November 1, 1920.

Mr. John L. Lewis,
International President, U. M. W. of A.,
Indianapolis, Ind.

Dear Sir & Brother:

On Nov. 1, 1919, the United Mine Workers of America responded to a strike call for an increase in wages and better working conditions. After being out on a strike for a period of seven weeks a Commission was appointed by President Wilson composed of one Operator, one Miner and one representing the General Public

We, the Delegates reprsenting the rank and file met in special session in Columbus, Ohio, on Jan. 5, 1920, agreed to abide by the Commission's award. The Operators also agreed to abide by the same award.

WHEREAS the Operators' Association of the State of Alabama have seen fit to ignore the Commission's award.

AND WHEREAS the Miners of the State of Alabama have not been able to enjoy the fruits of the award of the Commission as the Miners have in other districts.

AND WHEREAS the Miners of the State of Alabama are being haunted by the thugs and gun men hired by the Coal Company, and are being driven out of their homes and are forced to live in tents,

AND WHEREAS the Miners of that State worked for ten months under those deplorable conditions, and after exhausting every means to get the Operators to comply with the award, they were forced to go on strike,

AND WHEREAS President Wilson has made no effort to force the Alabama Operators to comply with the award of the Commission,

RESOLVED that we petition cur National Officers to have President Wilson to intercede and force the Alabama Operators to comply with the award of the Commission.

AND BE IT FURTHER RESOLVED should President Wilson fail to force the Alabama Operators to comply with the award of the Commission, that President Lewis call a National Strike of the Bituminous Coal Miners by Dec. 1, 1920.

Signed: Wm. Beveridge, President.
Wm. Price, Secretary.
Edw. Price, Financial Secretary.

Pres Chas Duetchman
Sec William Tuncil
R#2 Box 36
E. St. Louis Ill.

Cond

NEXT CONVENTION, ALBANY

OFFICE OF

Alabama State Federation of Labor

AFFILIATED WITH AMERICAN FEDERATION OF LABOR

910 Farley Building

EXECUTIVE BOARD
W. L. Harrison, President
Birmingham, Ala.
M. E. Barganier, Vice-President
Montgomery, Ala.
A. P. Ezell, Vice-President
Anniston, Ala.
Sam C. Hunt, Vice-President
Florence, Ala.
E. W. Scherman, Vice-President
Mobile, Ala.
W. R. McClusky, Vice-President
Albany, Ala.
L. Bowen, Secretary-Treasurer
Birmingham, Ala.

GENERAL COUNCIL
John W. Altman, Birmingham, Ala.
ASSOCIATE COUNCIL
J. A. Lipscomb, Bessemer, Ala.
Alex. T. Howard, Mobile, Ala.

ALABAMA STATE FEDERATION OF LABOR ORGANIZED 1900 LABOR OMNIA VINCIT

RECEIVED NOV 8 '20 DEPARTMENT OF LABOR

Birmingham, Ala., Nov 4th 1920

Hon W.B. Wilson,
Secretary of Labor,
Washington D.C.

Dear Mr Secretary;

1. Communicating further with you on the subject of the Miners strike in Alabama and also the general Labor situation of our State, we desire to advise that we ara attaching hereto copy of Resolution unanimously adopted at the recent special convention of the Alabama Federation of Labor called for the purpose of taking up the miners strike etc., also copy of communication forwarded to the president asking that we be notified when this conference can be arranged as you will note the Federation of Labor directed that the president and Secretary of the Federation present this Resolution in person.

2. We will appreciate it very much if you will use your good office in the interest of those we are striving to serve assist us in arranging the above named conference at as early a date as possible.

Awaiting with interest your reply,
We beg remain,

Your very truly,
Alabama State Federation of Labor

W. L. Harrison
President

L. Bowen
Secty-Treas

Birmingham, Alabama
October 29, 1920.

Hon. Woodrow Wilson,
President of the United States,
Washington, D.C.

Dear Mr. President;

The Organized Labor Movement of Alabama represented by the Alabama State Federation of Labor, the Farmers Union and the Four Railroad Brotherhoods, in convention assembled in the City of Birmingham, Alabama, to consider and take such action as we deem would conserve the best interests of the people, desire to lay before you the conditions prevailing in the coal fields of Alabama.

The Alabama Mine Workers have been on strike since September 7th, in an endeavor to have the Alabama Coal Operators Association agree to the award of the Bituminous Coal Commission appointed by the President of the United States, and to enforce such other wage advances as hvae been applied to every other mining field in America as a consequence of your action in instructing the representatives of the Mine Workers and Coal Operators in the basic wage districts of the United States to meet in joint conference and take up and adjust such inequalities as may have resulted from the decision of the Bituminous Coal Commission.

The Alabama Coal Operators Association is doing everything possible to drive every vestige of unionism from the mining districts of this State, and they have employed every instrument known to bring about this condition. Hundreds of armed gunmen are manning the mining camps of Alabama. Coal operators are refusing the right of the children of the striking miners to attend public schools because it happens that school houses are located upon property belonging to these coal companies. Men, women and children are forbidden the right to leave many of the mining camps in Alabama which are fenced in unless they have a pass from the mine management giving them the right to pass the guards who are stationed at the entrances of these mining camps.

The constitution of the United States and the Constitution of the State of Alabama have been set aside by the military authorities of this State, and the right of assemblage and free speech denied. Political, fraternal religious and labor meetings have been dispersed by the military forces of the State of Alabama. No where in America have the constitutional liberties of the people been so trampled upon as they now are in the mining fields of Alabama.

The Alabama Coal Miners have twice asked the Governor of the State of Alabama to settle the issues involved in the strike, and the Operators each time refused to accept this proposition. The Alabama Coal Miners stand ever willing to allow you, as the President of the United States to appoint such commission as you may determine and pledge themselves to abide by whatever decision is finally rendered. Surely no fair minded man in America can, with justice, refuse to accept this eminently fair proposition.

Taking all these things into consideration, the delegates in convention assembled, knowing that suffering and hardships to a far greater degree, than at present, will come to the people of Alabama, because of the refusal of the Alabama Coal Operators Association to accept any plan of settlement of the coal miners strike, are demanding that the Alabama Coal Operators Association accept the proposition of the mine workers, that the President of the Unites States appoint a Commission to consider all the issues involved and render a final decision. Knowing your fairness, and knowing your stand you have always taken, as President of the United States, on the side of justice and humanity, we appeal to you to immediately appoint such commission as you desire to take up for adjudication and final settlement the strik of the coal miners of Alabama.

We realize that, technically, the war is not ended. In your proclamation of April 8th, 1918, in establishing the National War Labor Board, you very clearly set forth a declar tion of principles that must obtain, which we repeat as follows:

> "The right of workers to organize in trade-Unions and to bargain collectively through chosen representatives is recognized and affirmed. This right shall not be denied, abridged or interferred with by the employers in any manner whatsoever.
>
> The right of employers to organize in associations or groups and to bargain collectively through chosen representatives is recognized and affirmed. This right shall not be denied, abridged or interferred with by the workers in any manner whatsoever.
>
> Employers should not discharge workers for membership in trade unions ,nor for legitimate trade-union activities.
>
> The workers in the exercise of their right to organize should not use coercive measures of any kind or induce persons to join their organizations not to induce employers to bargain or deal therewith."

When the Alabama Mine Workers came on strike on November , 1919 the United States Government through the Department of Justice entered suit against the miners under the Lever Act. The Alabama Miners returned to work, therefore it seems to us, that in all fairness you should take suck action as we are asking. Thus putting into effect the declaration of

principles enunciated for the industries of America by you on April 8, 1916.

Be IT Resolved, that President Harrison and Secretary Bowen, aly these matters before the President of the United States in person at the earliest possible date.

Respectfully submitted by,

W.A. Clubb, Chairman
H.C. Hutchison
I.C. Turner
A.H. Liston
C.R. Hardin
John E. Winstenley
H.F. Trammell
Wm. Wenth
W.E. Henry
J.C. Payne
J.B. Poole

COMMITTEE ON RESOLUTIONS.

Unanimously concurred in by convention.

East Brady file

October 25, 1920.

Hon. H. L. Kerwin,
Director of Conciliation,
Department of Labor,
Washington, D.C.

Dear Sir:

We submit herewith a report of our efforts in the matter of the strike of mine workers in the Allegheny Valley coal field, the Coal Operators' Association requesting the good offices of the Department of Labor to bring about a return to work of the miners who were on strike in violation of agreement.

Subject: Strike. Eleven hundred and forty (1140) miners in eighteen mines striking for twenty-five cents per ton increase of pay over the existing scale. About two hundred (200) miners in five mines working, having been granted the increase. About four hundred (400) at work in one mine pending a referendum vote of the district upon the demand for the increased rate.

Result: Miners at a mass meeting held at Rimersburg, Friday, October 22, 1920, decided to continue the strike, refused to listen to the district officials or your conciliators, and adjourned the meeting.

Your commissioners conferred with the operators at East Brady, Pa. and at Rimersburg. Attended a meeting of the Allegheny Valley Coal Operators' Association at Kittaning, Pa. Also, with the sub-district officials of the miners at Kittaning who were the instigators of the strike movement, and later with the officers of District No. 2 at Clearfield, Pa. who were earnestly en-

deavoring to have the striking miners resume work and keep their contract, made in good faith by the district organization.

The district officers, at the request of your commissioners, arranged for the mass meetings at Rimersburg and at Monterey, and attended the same, and endeavored to prevail upon the striking miners to adhere to the policies and laws of the United Mine Workers' Organization, with the result shown above.

The situation, as it stands now, is that every sub-district of District No. 2 U.M.W. with the exception of sub-district No. 8, have voted to keep their contract until its expiration. Over forty thousand miners in the district will remain at work under existing agreement, while less than two thousand (2000) in sub-district No. 8 will remain on strike in defiance of the laws and policies of their union and in violation of their agreement.

At no time was there an opportunity for conciliation. Your commissioners could not advocate that the demands be granted, as such would be encouraging violation of agreement. We made every effort to urge upon the miners to keep their faith with the operators but without success.

Seeing the futility of further efforts, we decided to leave the matter to the disciplinary laws of the United Mine Workers' Organization, which no doubt will be put into effect, as the result of the referendum vote in the district showed conclusively that a very large majority was opposed to any violation of the contract with the operators.

Respectfully submitted,

W. H. RODGERS.
W. C. LILLER.
L. R. THOMAS.

L. R. Thomas

The White House,
Washington.

(WU) 1B. FC. FD. 844 6 extra 4:50 p.m.
Indianapolis, Ind., October 24, 1920. 2:43 p.m.

HON. WOODROW WILSON,
The White House,
Washington, D.C.

My dear Mr. President: Eleven thousand coal miners are on strike in Alabama for the right to deal with their employers through representatives of their own choosing-the right of collective bargaining, which was guaranteed them and all other workers by the Government for the period of the war in your proclamation of April 8, 1918, which was recommended by the bituminous coal commission in its award, which has the sanction of an enlightened world opinion as evidenced by the labor provisions of the Peace Treaty, which was affirmed by your second industrial conference, and which is pledged in the Democratic national platform adopted at San Francisco. These Alabama miners are being systematically blacklisted, a form of discrimination against which they were also guaranteed protection by their government under its war powers.

These eleven thousand mine workers have dependent upon them some nine thousand women and twenty two thousand children. This great number of people are being kept from starvation only by the pitifully meager fare contributed by the Mine Workers' Union. Poverty in its most terrible form stalks through the mining camps of Alabama accompanied by the twin spectres of malnutrition and disease. Every conceivable instrument of oppression is being used against these people by the powerful interests associated in the coal industry of Alabama. Thousands of eviction suits have occurred and in a multiplicity of instances writs of attachments have been issued and the household furniture and personal possessions of the miners families have been carted away from their humble domiciles. The mining villages are being policed by private gunmen in the employ of the coal operators and indignities and outrages have been inflicted upon the mine workers and their families. The officers of the commonwealth of Alabama are seemingly cooperating with the coal operators. In token thereof the governor is maintaining eleven companies of state militia on duty in the coal fields. This soldiery has invaded the constitutional rights of the citizens of the mining towns by suspending the right of public meetings and free assemblage and the enforcement of this decree by armed force.

Since the beginning of this strike every honorable attempt has been made by the representatives of the mine workers in Alabama to secure a settlement. On October fifth our representative in Alabama addressed a communication to Governor Kilby of the state suggesting that he as chief executive appoint a commission consisting of a representative of the miners, a representative of the coal operators and the chief justice of the supreme court of the state of Alabama to pass upon all questions in the controversy. The mine workers guaranteed beforehand the acceptance of a decision from a commission of this character without reservations. This honorable offer of settlement which would have brought peace to the coal fields of Alabama was arrogantly spurned by the coal operators of that state.

More recently the mine workers' representatives in Alabama in a further attempt to secure just consideration proposed that the President of the United States appoint a commission of his own choosing to decide all questions in controversy, the mine workers agreeing that the judgment of such a commission would be punctiliously observed. This offer also was rejected. I submit, Sir,

in the presentation of these two proposals the mine workers have demonstrated their good faith in this struggle for human rights.

It has been judicially determined that the war is still on and under this interpretation the war time powers of the government have been inv oked against the miners and their officials in the federal court proceedings in which my associates and I are defendants. At the present time the government agencies are vigorously prosecuting this suit. We respectfully submit, Sir, that these same war powers should be ecercised to protect the mine workers of Alabama against the lawless policies of the Alabama coal operators and to assure us our right to collective bargaining, which we were guaranteed in your proclamation of April 8, 1918, and by the general policy of the national government during actual hostilities of the world war. As the authorized representative of the half million mine workers who are members of the United Mine Workers of America and who ardently sympathize with the great struggle now being waged by the Alabama mine workers, I most earnestly urge that you immediately direct the Department of Justice of the United States Government to institute such legal proceedings as may be necessary to compel observance of the principle of collective bargaining and the protection of the civil rights of the mine workers of Alabama. We believe that this action on your part is warranted by every consideration of justice and fair dealing. In any action taken by the government in this matter I pledge to you, Sir. the full cooperation of the United Mine Workers of America.

John L. Lewis, President
United Mine Workers of America.

This is an exact copy of telegram received at the White House ,from John L. Lewis, President of United Mine Workers.

Ethel R. Buckingham.

Birmingham, Alabama,
October 29,1920.

Hon. Woodrow Wilson,
President of the United States,
Washington, D.C.

Dear Mr. President:

The organized labor movement of Alabama represented by the Alabama State Federation of Labor, the Farmers Union and the Four Railroad Brotherhoods in convention assembled in the City of Birmingham, Alabama, to consider and take such action as we deem would conserve the best interests of the people, desire to lay before you the conditions prevailing in the coal fields of Alabama.

The Alabama Mine Workers have been onstrike since September 7th, in an endeavor to have the Alabama Coal Operators Association agree to the award of the Bituminous Coal Commission appointed by the President of the United States and to enforce such other wage advances as have been applied to every other mining field in America as a consequence of your action in instructing the representatives of the mine workers and coal operators in the basic wage districts of the United States to meet in joint conference and take up and adjust such inequalities as may have resulted from the decision of the Bituminous Coal Commission.

The Alabama Coal Operator's Association is doing everything possible to drive every vestige of unionism from the mining districts of this State and they have employed every instrument known to bring about this condition. Hundreds of armed gunmen are manning the mining camps of Alabama. Coal Operators are refusing the right of the children of the striking miners to attend public schools because it happens that school houses are located upon property belonging to these coal operators. Men, women and children are forbidden the right to leave many of the mining camps in Alabama which are fenced in, unless they have a pass from the mine management giving them the right to pass the guards who are stationed at the entrances to these mining camps.

The Constitution of the United States and the Constitution of the State of Alabama have been set aside by the Military Authorities of this State, and the right of assemblage and free speech denied. Political, fraternal, religious and labor meetings have been dispersed by the military forces of the State of Alabama. No where in America have the Constitutional Liberities of the people been so trampled upon as they now are in the mining fields of Alabama.

The Alabama Coal Miners have twice asked the Governor of the State of Alabama to appoint an impartial commission to settle the issues involved in the strike and the Operators each time refused to accept this proposition. The Alabama Coal Miners stand ever willing to allow you, as the President of the United States to appoint such commission as you may determine and pledge themselves to abide by whatever decision is finally rendered. Surely no fair minded men in America can, with justice, refuse to accept this eminently fair proposition.

Taking all these things into consideration, the delegates in convention assembled, knowing that suffering and hardship to a far greater degree than at present will come to the people of Alabama, because of the refusal of the Alabama Coal Operators Association to accept any plan of settlement of the coal miners strike, are demanding that the Alabama Coal Operator's Association accept the proposition of the mine workers; that the President of the United States appoint a commission to consider all the issues involved and render a final decision.

Knowing your fairness and knowing the stand you have always taken as President of the United States on the side of justice and humanity, we appeal to you to immediately appoint such commission as you desire, to take up for adjudication and final settlement the strike of the coal miners of Alabama.

We realize, that technically the war is not ended. In your proclamation of April 8, 1918, in establishing the national war Labor Board, you very clearly set forth the declaration of principles that must obtain, which we repeat as follows:

> "The right of wrokers to organize in trade-unions and to bargain collectively through chosen representatives is recognized and affirmed. This right shall not be denied, abridged, or interferred with by the employers in any manner whatsoever.
>
> The right of employers to organize in associations or groups, and to bargain collectively through chosen representatives is recognized and affirmed. This right should not be denied, abridged, or interferred with by the workers in any manner whatsoever/.
>
> mployers should not kx discharge workers for membership in trade-unions nor for legitimate trade-union activities.
>
> The workers in the exercise of their right to organize should not use coercive measures of any kind or induce persons to join their organizations nor to induce employers to bargain or deal therewith".

When the Alabama Mine Workers came on strike on November 1,1919, the United States Government through the Department of Justice entered suit against the miners under the Lever Act.

The Alabama Mine Workers returned to work. Therefore, it seems to us that in all fairness, you should take such action as we are asking, thus putting into effect the declaration of principles enunciated for the industries of America by you on April 8,1918.

Be It Resolved, that President Harrison and Secretary Bowen lay these matters before the President of the United States in person at the earliest possible date.

Respectfully submitted by,

W. A. Clubb, Chairman
H. C. Hutchison,
I. C. Turner,
A. H. Liston
C. R. Hardin
John E. Winstanley
H. F. Trammell
Wm. Wenth,
W. E. Henry
J. C. Payne
J. B. Poole.
COMMITTEE ON RESOLUTIONS.

Unanimously concurred in by convention.

November 3,1920.

Hon. Woodrow Wilson, President,

White House,

Washington, D. C.

Dear Mr. President:

Inclosed you will please find Resolution adopted by special convention of the Alabama State Federation of Labor, the Four Railroad Brotherhoods, and the Farmers Educational and Co-Operative Union of this State, held in Birmingham, October 28,29, and 30th, called for the purpose of dealing specifically with the Moners strike situation in this State.

The convention was composed of Five Hundred Fifty delegates, and was thoroughly representative of the Laboring people throughout the State. You will note in reading this resolution that the President and Secretary of the Alabama State Federation of Labor were instructed to present this Resolution to you in person, however, we desire to do this at such time as a conference may be arranged between you, or your representative and the National Officers of the United Mine Workers of America, as we understand they are also taking this matter up with you. We respectfully request that if such conference is arranged that we be notified in order that we may be present as the representatives of the Alabama State Federation of Labor, and of the above named Organizations in this matter.

With the very highest regards, we are

Yours very truly,
ALABAMA FEDERATION OF LABOR.

President. Sec-Treas.

Birmingham, Alabama,
October 29,1920.

Hon. Woodrow Wilson,
President of the United States,
Washington, D.C.

Dear Mr. President;

The Organized Labor Movement of Alabama represented by the Alabama State Federation of Labor, the Farmers Union and the Four Railroad Brotherhoods, in convention assembled in the City of Birmingham, Alabama, to consider and take such action as we deem would conserve the best interests of the people, desire to lay before you the conditions prevailing in the coal fields of Alabama.

The Alabama Mine workers have been on strike since September 7th, in an endeavor to have the Alabama Coal Operators Association agree to the award of the Bituminous Coal Commission appointed by the President of the United States, and to enforce such other wage advances as have been applied to every other mining field in America as a consequence of your action in instructing the representatives of the Mine workers and Coal Operators in the basic wage districts of the United States to meet in joint conference and take up and adjust such inequalities as may have resulted from the decision of the Bituminuous Coal Commission .

The Alabama Coal Operators Association is doing everything possible to drive every vestige of unionism from the mining districts of this State, and they have employed every instrument known to bring about this condition. Hundreds of armed gunmen are manning the mining camps of Alabama. Coal operators are refusing the right of the children of the striking miners to attend public schools because it happens that school houses are located upon property belonging to these coal companies. Men, Women, and Children are forbidden the right to leave many of the mining camps in Alabama which are fenced in unless they have a pass from the mine management giving them the right to pass the guards who are stationed at the entrances of these mining camps.

The constitution of the United States and the Constitution of the State of Alabama has been set aside by the military authorities of this State, and the right of assemblage and free speech denied. Political, fraternal, religious and labor meetings have been dispersed by the military forces of the State of Alabama. No where in America have the constitutional liberties of the people been so trampled upon as they are now in the mining fields of Alabama.

The Alabama Coal Miners have twice asked the Governor of the State of Alabama to settle the issues involved in the strike, and the Operators each time refused to accept this proposition. The Alabama Coal Miners stand ever willing to allow you, as the President of the United States to appoint such commission as you may determine and pledge themselves to abide by whatever decision is finally rendered. Surely no fair minded man in America can, with justice, refuse to accept this eminently fair proposition.

Taking all these things into consideration, the delegates in convention assembled, knowing that suffering and hardships to a far greater degree, than at present, will come to the people of Alabama, because of the refusal of the Alabama Coal Operators Association to accept any plan of settlement of the coal miners strike, are demanding that the Alabama Coal Operators Association accept the proposition of the mine workers, that the President of the United States appoint a Commission to consider all the issues involved and tender a final decision. Knowing your fairness, and knowing your stand you have always taken, as President of the United States, on the side of justice and humanity, we appeal to you to immediately appoint such commission as you desire to take up for adjudication and final settlement the strike of the coal miners of Alabama.

We realize that, technically, the war is not ended. In your proclamation of April 8th, 1918, in establishing the National War Labor Board, you very clearly set forth a declaration of principles that must obtain, which we repeat as follows:

> "The right of workers to organize in trade-Unions and to bargain collectively through chosen representatives is recognized and affirmed. This right shall not be denied, abridged, or interferred with by the employers in any manner whatsoever.
>
> The right of employers to organize in associations or groups and to bargain collectively through chosen representatives is recognized and affirmed. This right shall not be denied, abridged, or interferred with by the workers in any manner whatsoever.
>
> Employers should not discharge workers for membership in trade-unions, nor for legitimate trade-union activities.
>
> The workers in the exercise of their right to organize should not use coercive measures of any kind or induce persons to join their organizations nor to induce employers to bargain or deal therewith."

When the Alabama Mine workers came on strike on November 1, 1919, the United States Government through the Department of Justice entered suit against the miners under the Lever Act. The Alabama Miners returned to work, therefore it seems to us, that in all fairness you should take such action as we are asking. Thus putting into effect the declaration of

principles enunciated for the industries of America by you on April 8,1918.

Be It Resolved, that President Harrison and Secretary Bowen, lay these matters before the president of the United States in person at the earliest possible date.

Respectfully submitted by,

W. A. Clubb, Chairman
H. C. Hutchison,
I. C. Turner
A. H. Liston
C. R. Hardin
John E. Winstanley
H. F. Trammell
Wm. Wenth
W. E. Henry
J. C. Payne
J. B. Poole
COMMITTEE ON RESOLUTIONS.

Unanimously concurred in by convention.

P. COLFAX RAMEAU
GRAND PRESIDENT

BRO. J. G. GARDNER
1STGRAND V-PRES.

REV. ALLEN GARDON
2ND GRAND V-PRES.

BRO. G. W. MYATT
SECRETARY-TREASURER

REV. T. R. GAINES
GR. CHM. WELFARE BOARD

REV. THOS. HARRIS
CHM. BOARD ORGANIZERS

"Ye Shall Know the Truth, and the Truth Shall Make You Free"

Southern Federation of Afro-American Industrial Brotherhood, Inc.

GENERAL ASSEMBLY AND WOMEN'S REST ROOM
1717½ THIRD AVENUE

WORKMEN'S CHRONICLE
OFFICIAL ORGAN

ACK'D OCT 29 1920
THE WHITE HOUSE OCT 29 1920
RECEIVED OCT 30 SECRETARY'S OFFICE

Birmingham, Ala. October, 26th, 1920.

Honorable Woodrow Wilson.
The White House.
Washington.D.C.

My Dear Mr.President:-

It is with much reluctance that I write Your Honor relative to a statement made by the International President of the United Mine Workers of America concerning conditions in the coal fields of Alabama, which is everything but the truth.

At the out-set permit me to say, that the Negro miners hold more than 79 per cent of the man power in the coal mines of the State of Alabama, and for quite a number of years we have bowed in submission to this "Socialistic Labor Organization of the minority; and so doing we have learned that wholesome industrial, economic Negro ideals must be created by Negro leadership.

To state to your Honor that those lessons have been beneficial is only to mildly express our heartfelt gratitude for what they have wrought in our life and character, notwithstanding in many instances they have cost the race very dear.

To say again, that we as race have suffered many at the hands of and because of this Miners Union, even being casted in prison, we have come to the conclusion that the United Mine Workers is the greatest drawback to the industrial progress of the race; therefore I speak in behalf of 79 per cent of the miners when I say, that I pray you to have nothing to do with United Mine Workers as far as Alabama is concerned, as we are sick and tired of this businessof coercion and agitation and the inciting of some of our people to violence and even murder.

Sir, if you will hands off we of the Negro race will promise you as the Chief Magistrate of this our Country, that their will be no coal shortage in the State of Alabama if all of the 20 per cent which make up the other race remain out of the mines until next summer.

P. COLFAX RAMEAU
GRAND PRESIDENT

BRO. J. G. GARDNER
1ST GRAND V-PRES.

REV. ALLEN GARDON
2ND GRAND V-PRES.

BRO. G. W. MYATT
SECRETARY-TREASURER

REV. T. R. GAINES
GR. CHM. WELFARE BOARD

REV. THOS. HARRIS
CHM. BOARD ORGANIZERS

"Ye Shall Know the Truth, and the Truth Shall Make You Free"

Southern Federation of Afro-American Industrial Brotherhood, Inc.

GENERAL ASSEMBLY AND WOMEN'S REST ROOM
1717½ THIRD AVENUE

WORKMEN'S CHRONICLE
OFFICIAL ORGAN

Mr.President #2. Birmingham, Ala.,

We have no fuss with the Coal Operators,as they are today treating our people by far better then we have ever been treated in the last twenty five years.

As it a fact,in 1894 when I was quite a young man I started to work in the mining industry as a "Trapper" in the employment of the late Col.Henry DeBardeleben,and doing that same summer the United Mine Workers wormed their way into the coal fields of Alabama,and since that day we have had all kinds of industrial troubles,and today we are gradually getting completely away from them buying homes,building schools and living better then we have ever in all the history of our life.

Honorable Sir,instead of running our school only three or four months,we run them a full scholastic year of nine months, and in many of the mining communities we are operating a night school for the young men who work in the day.We are perfectly satisfied with our every condition,and only ask of you to hands off this Alabama affair as we do not want any more of this union.

Thanking your Honor in advance for your kind consideration,and hoping to be favored with an early reply,I beg to remain,

Yours for God and Country.

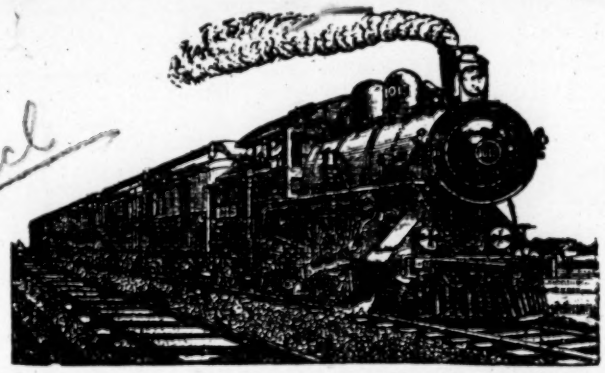
P. Colfax Rameau
Grand President

International Association of Machinists

Affiliated with American Federation of Labor
Alabama State Federation of Labor
Birmingham Trades Council

OFFICE OF BUSINESS AGENT
1920 1-2 FOURTH AVENUE
P. O. BOX 180
PHONE MAIN 3385

SEC'Y.



Fidelity Lodge No. 7

Meets Every Wednesday Night
Machinists' Hall
1920½ 4th Ave. N.

GRAND LODGE HEADQUARTERS
A. F. OF L. BUILDING
WASHINGTON, D. C.

BIRMINGHAM, ALA.,

Sept 16 1920

RECEIVED SEP 27 SECRETARY'S OFFICE

Hon. Woodrow Wilson
President of U.S.

Dear Sir

The following resolution was unaimously adopted on sept 14-20

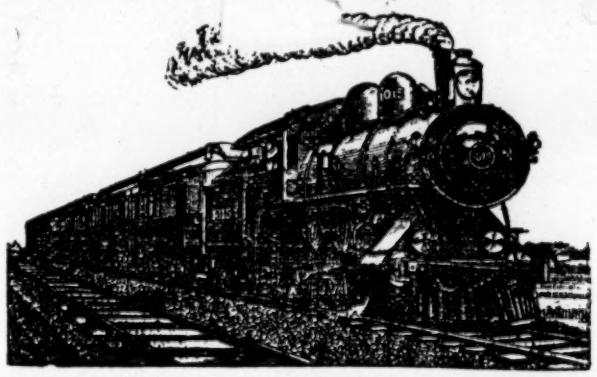
Resolved: We, the members of lodge # 7 I of A of M. do most strongly protest and condemn the illegal action of the mine owner in breaking up a peaceable meeting of United mine workers, held both on the property of the mine owner and afterwards on private property and do hereby call on the president of the United States to immediately proceed to enforce the rights of of all citizens as guaranteed by the first amendments to the constitution. Viz; Free speech, Free press and Free assemblage

International Association of Machinists

Affiliated with American Federation of Labor
Alabama State Federation of Labor
Birmingham Trades Council

OFFICE OF BUSINESS AGENT
1920 1-2 FOURTH AVENUE
P. O. BOX 180
PHONE MAIN 3385

SEC'Y.



Fidelity Lodge No. 7

Meets Every Wednesday Night
Machinists' Hall
1920½ 4th Ave. N.

GRAND LODGE HEADQUARTERS
A. F. OF L. BUILDING
WASHINGTON, D. C.

BIRMINGHAM, ALA.,

Further Resolved

That a copy of this resolution be sent to the president of the U.S, and the governor of alabama and the daily press for publication.

Respectfully Submitted
J. H. Stallings Sec
7224 Berney ave

Geo. Ward. Pres
Box 180
Bham Ala

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DIVISION OF CONCILIATION

Birmingham, Ala. September 16, 1920

Mr H L. Kerwin,
Asst. to the Secretary,
Washington, D.C.

My dear Mr. Kerwin:

Subject-Strike, United Mine Workers, District No. 20.

The situation is a deadlocked one with each side contending their side of the issue. to be correct.

Am enclosing local news paper clippings in re to the committee as appointed by the Governor. Also of the clash at Corona between the miners and the company's guards.

Although I have held conferences with the officials of the Union and with Chmn. Denny of the Governor's commission, so far have not made any progress, and at this writing it looks as though that the issue will be a long drawn out fight between the contending parties

Yours very truly,

J W Bridwell

Commissioner of Conciliation.

Noted
File

170/1182

Conci liation

September 13, 1920
11.30 am

J. W. Bridwell,
Seventy-nine Sinclair Avenue,
Atlanta, Georgia.

You are authorized to take up Alabama coal situation and render whatever aid is possible in bringing about adjustment.

KERWIN

- - - - - - - - - - - - - - - - - -

Attest:

Assistant to Secretary

C/b

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DIVISION OF CONCILIATION

Atlanta,Ga.September 10,1920.

Mr.H.L.Kerwin,
Asst.to the Secretary,
Washington,D.C.

My dear Mr.Kerwin:

A general strike in District No.20,the Alabama coal fields has been called by the United Mine Workers.There is said to be ~~now~~ about 12000 miners now on strike,leaving in round numbers about 5000 union miners at work,as well as about 8000 non union men still on the job.

Through the local press Pres.Kennamer expects all of the mines to close down excepting those that have an agreement with them.

The Operators are claiming that the strikers places are being filled,and the Governor of the state has appointed a commission to arbitrate the differences,but so far nothing has been accomplished.

It would naturally take about a week for this strike to get in full swing,and it may be possible then to accomplish some good for the contending parties.Each side seem firm in their convictions and may fight the issue for some time or prehaps to a conclusion.

After we have spent so much time on this case and naturally we want to be of some assistance,what do you think of my taking up again this case,say about the middle of next week,or earlier if the situation shows any change?

Yours very truly,
J.W.Bridwell
Commissioner of Conciliation.

170-N82
8,24

UNITED MINE WORKERS OF AMERICA

DISTRICT TWENTY

MINERS' STRIKE CALL.

To the Officers and Members, District No. 20, United Mine Workers of America, and all Mine Workers of Alabama:

Greeting:

We are herein submitting by authority of National President Lewis, the call for a general strike of all coal miners in this district (except those who are under contracts approved by the district organization, U. M. W. of A.,) effective Tuesday at midnight, September 7, 1920.

We are basing our demands of the operators on the award of the United States Bituminous Coal Commission and also on the letter of President Wilson creating the coal commission and defining their duties in the settlement of the general coal strike of November, 1919. President Wilson in his proposition for the settlement of that strike stated that all questions at issue between the mine workers who were on strike throughout the country and the coal operators should be submitted to the coal commission for settlement. This proposition was accepted by the mine workers who were on strike in Alabama and also throughout the country, and the mine workers, including those of Alabama, returned to work on the basis of that settlement.

The coal commission appointed by President Wilson had its hearings in Washington and the representatives of the miners and of the operators of all bituminous districts affected by the strike, including Alabama, were invited by the coal commission to appear before them and present their sides of the questions in controversy in their respective districts. The representatives of the miners of this district were invited to appear before the coal commission on February 11th, 1920, for a hearing of the questions involved in this district and at the same time on the same date, February 11th, the operators were invited to appear for he hearing and pretsenation of their side of the questions involved between the mine workers and the operators of this district. The representativesof the miners did appear and did present before the commission the questions involved and which were to be considered and settled by the commission as a basis for the making of a new contract to succeed the Garfield Agreement which would expire on April 1st, 1920. The representatives of the operators refused to comply with the invitation of the coal commission to appear before them for a hearing, but, notwithstanding the refusal and failure of the coal operators to appear, the coal commission heard the representatives of the coal miners of this district on the questions at issue between the mine workers and operators which had to be settled in the making of a new agreement. The commission gave cognizance and consideration to the demands of the miners and the commission's award made certain specific recommendations affecting Alabama and one or two other districts where the operators did not appear for a hearing. The operators take the position that they are not bound by the award of the coal commission or its recommendations by reason of their refusal to appear before the commission for a hearing. The facts are, however, that they were not exempted by President Wilson in his letter creating the commission nor were they exempted by the coal commission, as shown by their notifying them to appear before the commission, nor were they exempted in the award, as shown by the specific recommendations of the commission to the representatives of the coal operators and the representatives of the mine workers in Alabama. Their refusal and failure to appear before the commission did not exempt them in any way from the obligations they were under in the settlement promulgated by the President and as provided in the award and recommendations of the coal commission. The position taken by the opera-

tors in this matter only constitutes the arbitrary, arrogant and autocratic attitude that they have all along exhibited toward the government and toward the mine workes of this district.

The coal commission in recommendations bearing upon the Alabama situation, made the following recommendations:

> "In order that justice may be done to all and the mine workers be given the right to enjoy the corresponding advantages that the award given the mine workers elsewhere may reflect, we would recommend that the operators arrange to meet with the representatives of the miners of this district and to put into effect the award herein to the end that industrial peace and tranquility may prevail."

This recommendation clearly and definitely states that the representatives of both mine workers and operators in this district were to meet in conference and **write into an agreement** the award of the coal commission and settle all questions at issue to the end that industrial peace and tranquility may prevail.

Acting upon that recommendation we issued an invitation to the operators under date of March 5. 1920, nearly thirty days before the expiration of the Garfield Agreement, for a joint conference for the purpose of amicably and peaceably negotiating a contract and settling all questions at issue between the mine workers and the operators of this district as presented by the mine workers representatives to the coal commission. The operators ignored this invitation and refused to enter a conference or to enter into any negotiations whatsoever looking toward the negotiation of a new contract.

The representatives of the mine workers then called a special convention to convene on April 15, 1920, for the purpose of considering the situation and of outlining a policy and program to be followed by the mine workers of the district. At this convention local demands were formulated as a contract and working agreement to be presented by the mine committees to their respective employers for their signatures. This proposition was purely local in character. It was very considerably modified from the original demands presented by the mine workers' representatives to the coal commission, in the hope of effecting a peaceable and amicable settlement between the mine workers and operators of this district. Some fifty contracts have been signed locally between the mine workers and their respective operators in the district, but the great bulk of the operators of Alabama have ignored and refused to consider this proposition, known as the Blue Book, until today there are some six or seven thousand miners on strike in the district. The operators have turned down this proposition pure and simple and have stated unequivocally that they will not sign it and have shown by their attitude and through their public statements that they will not make any kind of settlement with the mine workers of this district or their represenatives granting them the right of collective bargaining and the right to organize for their protection. Their position is to return to the old open shop conditions that prevailed in this district from 1908 to 1917 and to destroy every semblance and every vestive of collective rights of the miners to safeguard and protect their interests and welfare. They are forcing the mine workers of this district to go on strike as the last and only means and recourse they have to effect a settlement of the questions at issue between the miners and operators.

The coal commission, in its award and recommendations, has in effect referred back for settlement by the representatives of the operators and miners, the questions that were presented to them by the miners for settlement. If the operators had appeared before the commission, the questions presented by the miners would have been considered. If the operators had complied with the commission's recommendations and had made arrangements for a joint conference or had they accepted our invitation to meet in joint conference for the purpose of effecting a settlement in this district, the questions which the miners' representatives presented to the commission would have formed the basis o f negotiations for a settlement.

We are now, therefore, striking to compel the operators to meet our representatives in joint conference and settle the questions at issue between the mine workers and the operators which we presented to the coal commission at our hearing. These questions will form the basis of an agreement when the operators meet in joint conference with the mine workers' representatives:

First. We demand the same system of collective bargaining and recognition of the organization as obtains with the organized miners in other districts throughout the country.

Second. We demand uniformity of wages within the district as to tonnage prices, both pick and machine mining; adjustment of differentials between pick and machine mining prices and yardage rates.

Third. We demand the readjustment of day labor prices both inside and outside the mines as between this district and the organized districts throughout the country. The commission's award provided for a flat $1.00 per day increase to day labor, though the operators are giving only a 20 per cent advance to day labor prices. Under the Garfield Agreement drivers and other classes of inside workmen were getting $3.44 a day and the highest wage under the scale for inside day labor was $3.84 per day. Tipple men and other classes of outside labor received $3.00 per day. If the operators had given the full award of the commission, drivers would have received $4.44 where they are now receiving from $4.00 to $4.15 per day; inside day labor should have received $4.84 instead of $4.60 and tipple men should have received $4.00 per day instead of $3.60. Just recently in the states of Illinois and Indiana wage increases were negotiated for the day men inside and outside of the mines amounting to $1.50 per day in addition to the $1.00 per day advance provided by the award of the commission, making $7.50 per day for the same class of work that the day men in this district are performing for a little more than $4.00 per day. This scale of wages for Illinois and Indiana will form the basis for similar increases and scales for the organized miners throughout the country.

Fourth. We demand the abolishment of the contract and sub-contract system wherever in vogue and effect, which would abolish the labor system and install the tonnage basis for the miners.

Fifth. We demand the right of checkweighmen upon tipples to see that the coal of the miners is properly weighed and credited to their accounts, the election and duties of such checkweighmen to be free from any interference by the coal companies or their agents.

Sixth. We demand the installation of standard weigh scales at all coal mines where they are not already established and the abolishment of practices of paying by measurement or by the car.

These demands enumerated above are on file in the records of the United States Bituminous Coal Commission. They are fundamental in character and shall form the basis for the negotiation of a new wage agreement.

This constitutes the call for the coal miners of this district to cease work at midnight, Tuesday, September 7th, 1920.

The international organization, through International President Lewis and the other international officers, pledged its full support and assistance to the mine workers in this district. The responsibility now rests solely and entirely upon the shoulders of the coal miners of this district. Upon your action depends whether or not we will negotiate a contract with the operators, retain those benefits we have already achieved and prevent the operators from restoring the old open shop conditions of the period between 1908 and 1917.

J. R. KENNAMER, President.
J. F. SORSBY, Vice President.
J. L. CLEMO, Secretary.
J. B. POOLE.
T. L. HAINES.
O. F. JOHNSON.
L. C. ERVIN.

District Executive Board.

WM. L. HARRISON, International Board Member,
District No. 20, United Mine Workers of America.

COPY

July 26, 1920.

170/1182

Hon. H.L.Kerwin,
Assistantto the Secretary,
Department of Labor,
Washington, D. C.

My Dear Sir;

1. We desire to express to you and your Department the thanks of the Labor Movement of Alabama, for your cooperation with us in having Mr Bridwell to visit Florence Alabama and investigate the campaign now in progress in that city for the Open Shop Plan.

2. The writer accompanied Mr Bridwell to Florence and after interviewing numbers of representatives of the Labor Organizations We found that matters were adjusting themselves quite satisfactorily under the circumstances, we also interviewed business men and others and Mr Bridwell as well as myself thought it advisable not to do anything further at present on the matter, there is a very aggressive compaigned on in that city to destroy the Organized Labor movement, but owing to the fact of the fight being carried on in such a way that no particular person can be accused of wilfully discriminating against our members we thought best that matters be carried on as they are at present.

3. There is considerable feeling in the coal industry of our state between the Operators and employes and apparently the feeling is becoming more intense each day, the Operatore according to our information from the officers of the Mine Workers Union are misrepresenting the situation considerable to the public and this of course is arousing bad feeling between the two factions. I am sending you enclosed herewith clippings from two of our daily papers of date of July 24th and July 26th which will give you an idea of the campaign the operators are carrying on, we regret very much that conditions are as they seem and trust they will adjust themselves shortly.

Again thanking you for your indulgence,
We are yours very truly,
Alabama State Federation of Labor,

(SIGNED) L. BOWEN

Secty-Treas.

For original of this letter see file NO. 170/1194.

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DIVISION OF CONCILIATION

Birmingham, Ala. July 20, 1029.

Mr. H. L. Kerwin,
Asst. to the Secretary,
Washington, D.C.

My dear Mr. Kerwin:

Subject:-Strike of United Mine Workers, District No. 20;
Birmingham Ala. and vicinity.

There are now about 5000 on strike according to the statements of Pres Kennamer of this district. The situation is growing more acute and the miners and operators further apart than ever.

The published statements of the companies, copies herewith submitted gives their side of the controversy.

Pres. Kennamer left last night for Indianapolis to confer with the National Officers of the United Mine Workers.
He stated to me that he was going to request sanction of the Organization to call a general strike in this district.

Since my last visit here Mr. McCormick has resigned as President of the Operators Asso. and the officers of the Mine Workers are expecting a fight to the finish over the issues involved.

Pres. Kennamer requests that we take the matter up with Mr. Rembrandt Peale of New York and try and bring about through him a satisfactory adjustment of this affair.

The claim is made that Gun men are being imported into this section by the operators, that the men are being intimidated in every way and that the situation is bordering on riot.

The secretary of the Alabama Federation of Labor Mr. Lewis Bowen informs me that when the miners were holding a meeting at Townley, Ala. that the Mayor of the town had to swear in a dozen deputies to protect the miners at their meetingfrom the hired thugs of the company.

As stated in my previous report there is no coal on the market in this vicinity. Now 2000 more men are out; Pres. Kennamer asking sanction to call a strike through out the District, some industries already shut down, the Operators refusing to deal with the organization, has brought about a condition that is serious indeed.

I will attempt to secure some action through Mr. Peale if possible leaving Sheffield Ala. the 20th inst for New York, Continential Hotel.

Respectfully yours,
J W Bridwell
Commissioner of Conciliation.

Mr. Peale
WK
WH

Alabama

1182

Governor Thomas E.Kilby,
Montgomery,Alabama

Dear Sir:

On January 12th,in Company with Mr.Victor H.Hanson,Publisher of the Birmingham News, I called on you with a view of enlisting your support and co-operation in an effort to bring about an end of the present coal mining strike in Alabama.

Neither Mr.Hanson,nor I, offered any suggestions regarding the removal or retention of the troops, but confined our statements to a truthful and straightforward presentation of the conditions as we understood them, the possibility of bringing about an adjustment.

Both of us told you that we were convinced that if some means could be devised to overcome the opposition of a small group of operators,who were dominating the situation,and"having created conditions in their respective mines that were satisfactory to themselves and enabled them to operate their mines advantageously and sell coal at a BIG PROFIT while other mines were either idle or operating at great expense with inexperienced labor" were determined to prevent any settlement,that the strike could be ended.

We further represented to you that we had been in conference with some of the largest operators in the district and had been assured by them that if some reasonable basis of adjustment was offered that at least seventy-five per cent of the Operators in the State could be persuaded to accept such a proposition.

We also pointed out to you the futility of further negotations with the Operators Committee and specifically requested that they be ignored in your endeavors to effect a settlement.

I,personally, advised you that in the latter part of November efforts had been made to effect a settlement through an agreement similar to the so-called "Ruby "contract, which applied to the Ruby Mines of the Pratt Consolidated Coal Companies,and which appeared to be a basis on which both the Operators and the Miners could get together. In fact, efforts were made by Mr.G.B.McCormick to have the Operators accept this as a basis of adjustment, and I had succeeded in getting the Miners' representatives to also agree thereto.

I informed you I did not know whether the Miners' would now agree to this proposal or not, but was assured that some of the Operators would sign such an agreement.

You then asked me to get such a statement from the Miners' representatives in writing,expressing their willingness to assist in ending the strike on the proposed basis.

Upon my return to Birmingham,the following day,I telegraphed you as follows:

> Confirming statements made you yesterday respectfully refer you to open letter addressed you by Operators' Committee,September sixth, signed by James Bonnyman,Chairman;Charles B.DeBardeleben,Frank Nelson,Jr., Frank G.Morris,George F.Peter,wherein following statement was made by them,to wit: THE ABSOLUTE RIGHT OF THE WORKERS TO ORGANIZE OR NOT AS THEY MAY SEE FIT,AND THE EQUAL RIGHT OF THE EMPLOYERS TO MAINTAIN AN OPEN SHOP IF THEY SEE FIT,ARE SO UNIVERSALLY RECOGNIZED THAT WE DO NOT SUPPOSE THE COMMISSION WOULD UNDERTAKE ANY RECOMMENDATIONS TO THE CONTRARY.
> If I can be of any further service please do not hesitate to command me.

On January 13th,the same day, you replied by telegraph as follows:

> Message received. I stated to you yesterday that I would not act upon verbal statements but would require written statement signed by Bittner,Harrison and Kennemar that Ruby contract would be satisfactory , which,of course,means if adopted by Operators strike would be called off. Upon receipt of statement to that effect signed as indicated I shall give immediate consideration to the proposition.

In response to this message from you, I telegraphed the following reply, the same day:

> Message received.
> As soon as parties named return to Birmingham will undertake secure signed agreement as requested by you.

On January 21st, I succeeded in securing the desired signed statements, and in accordance with your request forwarded same to you at Montgomery, by special delivery.

These signed statements, copies of which are attached hereto and marked Exhibits A and B, were submitted to you in confidence, marked "Personal and Confidential", with the express understanding that neither the originals nor copies thereof, or any portions of same would be submitted or referred to the Operators' Committee. It being our understanding that you would arrange conferences with some of the leading Operators and undertake to have them co-operate with you in bringing about a n of the strike.

On January 27th, I received the following letter from you acknowledging receipt of the above signed statements, viz:

> Your letter of January 21st, with the enclosure stated therein, was duly received.
> I have submitted the matter to the committee of operators and will advise you promptly the result upon receipt of a reply.

As this action of yours was entirely in conflict with my understanding, and in direct violation of the spirit of confidence expressed in submitting the proposition to you in writing, I immediately telegraphed you as follows:

> Your letter twenty-fourth received today.
> Mr Hanson and I endeavored to demonstrate to you futility of attempting secure settlement through operators' committee which rejected similar proposals after Mr McCormick undertook to bring about agreement.
> This Committees manifests determination PREVENT ANY KIND OF ADJUSTMENT and PROLONG STRIKE INDEFINITELY.
> Mr McCormick and other operators believe if proposition is submitted to operators independently that fully seventy-five percent will accept same and end strike.
> Letter of explanation will follow.

To my great surprise, and before either Mr Hanson and I had an opportunity to draft a letter for submission to you setting forth our understanding of the plan to be pursued by you in attempting to reach an adjustment, I received the following letter from you today, January 29th:

> I have received the answer of the COMMITTEE OF Coal OPERATORS to the proposal submitted January 24th. It is a flat refusal, the following reasons being given:
>
> "(a) There is now no strike, but only a conspiracy to subdue and dominate the mining industry in Alabama and all who are legitimately interested in it,-whether as owners, employers, employees or consumers. This conspiracy was formed and is fostered and prosecuted by an oligarchy of agitators consisting of the officers of the United Mine Workers of America. A strike was called by these masters of that organisation (as found and reported by your Coal Commission) for the sole purpose of forcing "recognition"--which means submission. All the places of the miners who obeyed their call have long since been permanently filled. Coal production is in excess of the demand, and so, there is no pretext for any claim of any relation of the United Mine Workers of America to the mining industry beyond that of interloping conspirators with the intention to either dominate or destroy.
> (b) The so-called strike was merely the initial step in the conspiracy and is no longer an important factor. The important factors are that the conspiracy is being prosecuted--(1) by the unlawful possession of many houses which the occupants agreed to surrender when their employment for

any reason ceased; (2) by inciting the repeated breaking of contracts such as that now proposed,whenever deemed expedient;(3) by persistent picketing and intimidation;(4) by the wilful murder of men lawfully engaged in the mining industry;and of an officer of the law and of a soldier on duty;(5) by threats against the Governor of Alabama,the General in charge of the State troops,and against even the solvency of the State Treasury;(6) by secret and open defiance in general of the laws and government of the State.

(C) The contract quoted in your letter purports to run between employer and employees,but the suggestion comes from neither party to that relation. It comes from the conspirators against both parties. It may seem to proffer peace--but it exacts an intolerable price; and it is a peace covertly designed to better prepare for an attack.

Read Section 16: "All men who are involved in the strike shall be given employment at the respective mines at which they worked prior to the strike". At this time these conspirators these conspirators are in the open and at arms length,but were the suggested contract made,they would,in virtue of this provision of the contract, be secured in positions "to bore from within". If they should be placed in these positions,the conspiracy would be all but successful. The operators would be in the attitude of agreeing to put into effect a contract with their employees dictated by their enemies and would-be masters in the course of a conspiracy against both--and of discharging faithful employees who had bravely the perils of the situation to provide room for the conspirators to more advantageously prosecute the conspiracy. We are not willing to surrender ourselves. We certainly have no right to consider surrendering our faithful employees.

(d) When we stated to you in our letter of September 6,1920,"We will not,directly or indirectly,recognize or deal with the United Mine Workers of America now or hereafter",we measured our words. The contract now proposed would obviously involve indirect dealing with them,(it is the condition exacted by them to call of the strike),and if one method of dealing with that organization can be said to be worse than another, the indirect is the worst of all. Furthermore,many operators are now under contract with their employees mutually satisfactory,which would make it improper and impossible to make the suggested contract;and still others have informal working agreements which are satisfactory to both employees and employers. The officers of the United Mine Workers of America have not been needed in any of these cases.They have availed in the past only to disturb amicable relations."

In my judgment,any further effort to bring about a settlement in which the United Mine Workers of America has any part,directly or indirectly,would be worse than useless.

Your letter speaks for itself and only tends to confirm statements made to you personally,in Montgomery, and in my telegram of January 27th.

The Alabama Coal Operators, especially those for whom the Coal Operators' Committee is authorized to speak, fearlessly and defiantly announced their determination to wage a fight until the last vestige of unionism is driven from the coal fields of Alabama. This campaign of attempted extermination of the Miners Union is as absurd as it is idiotic.

It is clear to me that you have not personally visited the various coal mining districts of the state,looked into the situation,and secured first-hand information,from the miners (both union and non-union),employers; merchants, professional men, ministers and others who are not involved in the strike and learned all sides of this controversy as I have done. I know many facts have withheld from you or not disclosed. I venture the prediction that you do <u>not</u> know the true conditions or the sentiments of the <u>people</u>,in general,if you did I am sure you would not hesitate to perform your public duty by resorting to every method and effort possible to bring the contending elements together and effect a settlement.

I will not undertake to make reply to this vicious attack on the United Mine Workers organization,their officers or membership, nor am I concerned about the counter-charges and attacks made on the Operators or others by them. As I personally stated to you,there has been entirely too much venom and malice injected into the controversy with the resultant consequence that you and other public officials are held to scorn,censure,ridicule and undeserved attack.

My only interest in this matter has been,at all times, to exert every effort and influence toward bringing about an adjustment,and with this end in view,in company with Mr.Hanson, I sought your friendly office and influence in helping to bring about the desired end.

From the very beginning, I found my task a hopeless and irksome one inasmuch as the Operators Committee has persistently and unrelentlessly done everything possible to prejudice the public mind against the Miners' organization, to establish a system ~~of~~ closely akin to "peonage" in various coal-minging fields of Alabama through denying their employees the"right to organize or not as they may see fit" and to "bargain collectively";and done everything within their power to prevent any consummation of plans looking toward a settlement of the strike.

Without taking any sides in the controversy,it must be admitted that there is some virtue to the contentions of both sides. It is well-known and understood that ~~the~~ all of the Operators are not "slave-drivers" and"tyrants" and that there are a good many fair,honorable and reasonable Coal Operators in Alabama. On the other hand,I have found that nearly all of the representatives of the Mine Workers organization are honorable gentlemen,law-abiding citizens,and not the type of men they have been represented to be.

I hope that I may be pardoned for taking exception to the statement or inferance in the Operators Committee letter to you wherein it is made to appear that the proposition which you,contrary to our agreement and wishes submitted to them, came from the Mine Workers organization. This is not true. The plan or peoposition was first suggested and offered by some of the leading Coal Operators who assured me that a large majority of them would favor such an arrangement. It was only ~~xxxx~~ after I had been encouraged to believed that the Operators would agree to such an arrangement that I approached the representatives of the striking miners and undertook to have them acquiesce.

At first,and for some days, I met with their refusal to consider any plan for settlement unless it embodied the demands for which they were contending. ~~It~~ After making several efforts I appealed to them to make some "concessions" and finally they reluctantly agreed to end the strike on the basis of the Ruby contract,provided the Operators would also agree to do so, but with the express understanding that the proposition or plan did not originate ~~from~~ with them but as an indication of their willingness to co-operate to effect a settlement if that was possible.

The Operators Committee prevented this plan from going through at that time,and they have lost no opportunity since in preventing an end to an intolerable situation that is gratifying to themselves alone, which promotes their own selfish ends at the expense of the taxpayers of the State ,necessitates the keeping of troops in the field and constantly jeopardizes life and property.

My ~~xx~~confidence in men has been badly shaken through your unfortunate disclosure of the contents of communications submitted to you confidentially. It is an indictment of conspiracy with the Operators ,and convincing proof of the most flagrant betrayal of trust and violation of confidence it has ever been my misfortune to experience in an association with men and women,in public or private life,extending over a period of many years.

I fully recognize the fact that in sofar as securing your co-operation in bringing about a settlement of the strike is as you say "worse than useless".

Yours very truly,

Personal and Confidential (Not for publication) unless released in writing)

Thomas E.Kilby,Esq.,
Governor of Alabama,
Montgomery, Alabama

Birmingham,Alabama,
January 29,1921

S I R :

On January 12th,in company with Mr.Victor H.Hanson,Publisher of the Birmingham NEWS, I called on you,by appointment, with a view of enlisting your co-operation and support in an effort to bring about an end of the present coal mining strike in Alabama.

Neither Mr.Hanson,nor I,attempted to offer any suggestions regarding the disposition of the state militia now in the field,neither did we advise you to withdraw them,but confined our statements to a straightforward recital and presentation of the conditions as we understood them and the possibility of bringing about an adjustment.

Both of us told you that we were convinced that if some means could be devised to overcome the opposition of a small group of operators,who,"having created conditions in their respective mines that were satisfactory to themselves and enabled them to operate their mines advantageously and sell coal at a BIG PROFIT while other mines were either idle or operating at great expense with inexperienced labor" were dominating the situation and determined to prevent any kind of settlement,that the strike could be ended.

We further represented to you that we had been in conference with some of the largest operators in the Alabama fields and had been assured by them that if some reasonable basis of adjustment was offered that at least seventy-five per cent of the Operators in Alabama could be persuaded to accept such a proposition.

We pointed out to you the futility of further negotations with the Operators' (fighting) Committee and specifically requested that they be ignored in your endeavors to effect a settlement.

You were advised that in the latter part of November efforts had been made by me to effect a settlement through an agreement similar to the so-called "Ruby" contract, which applied to the Ruby Mines of the Pratt Consolidated Companies,a copy of which I left with you,which appeared to be a basis on which both the Operators and the Miners could get together. In fact,efforts were made by Mr.G.B.McCormick to have the Operators agree to this as a basis of adjustment,and I had succeeded in getting the Miners' representatives to also agree thereto,but the Operators' Committee not only fought the proposition and prevented any kind of settlement but announced their determination to FIGHT TO THE BITTER END" and"keep up the fight until the Mine Workers organization was driven out of Alabama." They contended that the "strike" was over and had been won by them,and there was nothing to compromise. I then asked them,if that was the case,why the state militia was being kept on duty and the taxpayers were required to spend thousands of dollars for that purpose. I was then informed by them,as I told you, that they "had assurances from you (the Governor) that you would keep the militia on duty as long as they desired;" and that "they were paying for the militia",through a tonnage tax on their output".

I also stated to the Operators' Committee,and to you, that the course they were pursuing proved their inconsistency and did not conform to their letter addressed to you under date of September 6th,which was given the fullest publicity,by them.

I also informed you that I did not know whether the Miners' would NOW agree to the original proposition,that is accept the "Ruby" contract as a basis of settlement, but was assured that some of the Operators would.

You then asked me to get a statement from the Miners' representatives,in writing,expressing their willingness to assist in ending the strike on the proposed basis.

Upon my return to Birmingham,the following day,I telegraphed you as follows:

"Confirming statements made you yesterday respectfully refer you to open letter addressed you by Operators' Committee,September sixth, signed by James Bonnyman,chairman;Charles F.DeBardeleben,Frank Nelson,Jr., Frank G.Morris,George F.Peters,wherein following statement was made by them,to wit: THE ABSOLUTE RIGHT OF THE WORKERS TO ORGANIZE OR NOT AS THEY SEE FIT,AND THE EQUAL RIGHT OF THE EMPLOYERS TO MAINTAIN AN OPEN SHOP IF THEY SEE FIT,ARE SO UNIVERSALLY RECOGNIZED THAT WE DO NOT NOT SUPPOSE THE COMMISSION WOULD UNDERTAKE ANY RECOMMENDATIONS TO THE CONTRARY.
If I can be of any further service please do not hesitate to command me."

THIS IS JUST WHAT THE "RUBY" CONTRACT PROVIDES—an "OPEN SHOP" POLICY.

On January 13th, the same day, you replied by telegraph as follows:

"Message received. I stated to you yesterday that I would not act upon verbal statements but would require written statement signed by Bittner, Harrison and Kennemar that Ruby contract would be satisfactory, which, of course, means if adopted by Operators strike would be called off. Upon receipt of statement to that effect signed as indicated I shall give immediate consideration to the proposition."

In response to this message from you, I telegraphed you, the same day:

"Message received.
As soon as parties named return to Birmingham will undertake secure signed agreement as requested by you."

On January 21st, I succeeded in securing the desired statements, and, in accordance with your request, forwarded same to you at Montgomery, by special delivery.

These signed statements (copies of which are attached hereto and marked Exhibits "A" and "B") were marked "PERSONAL AND CONFIDENTIAL", submitted to you in confidence and with the express understanding that neither the originals nor copies thereof, or even any portions of same, would be submitted or referred to the Operators' Committee. It was our understanding that you would arrange conferences with some of leading Operators (some of whose names had been suggested to you) and undertake to have them co-operate with you in bringing about a settlement of the strike. These communications were only intended for your own personal use, to demonstrate the good faith of the Miners' representatives and bind them to such an agreement thereby giving you justification for undertaking to effect a settlement.

On January 27th, I received the following letter from you, acknowledging receipt of the above signed statements, viz:

"Your letter of January 21st, with the enclosure stated therein, was duly received.
I have submitted the matter to the COMMITTEE OF OPERATORS and will advise you promptly the result upon receipt of a reply."

As your action in submitting this matter to the Operators' Committee was in conflict with our understanding, and in direct violation of the spirit of confidence reposed in you in submitting the proposition to you, in writing, I immediately telegraphed you as follows:

"Your letter twenty-fourth received today.
Mr. Hanson and I endeavored to demonstrate to you futility of attempting secure settlement through Operators' Committee which rejected similar proposals after Mr McCormick undertook to bring about agreement.
This committee manifests determination PREVENT ANY KIND OF ADJUSTMENT AND TO PROLONG STRIKE INDEFINITELY.
Mr McCormick and other operators believe if proposition is submitted to operators independently that fully seventy-five per cent will accept and end strike.
Letter of explanation will follow."

To my great surprise, and before either Mr. Hanson and I had an opportunity to gett together and draft a letter for submission to you setting forth our understanding of the plan to be pursued by you in attempting to reach an adjustment, I received the following letter from you, today, January 29th:

"I have received the answer of the COMMITTEE OF COAL OPERATORS to the proposal submitted January 24th. It is a flat refusal, the following reasons being given:

(Please see previous copy sent you)

Please see copy previously sent you

effort
In my judgment, any further attempt to bring about a settlement in which the United Mine Workers of America has any part, directly or indirectly, would be WORSE THAN USELESS."

Your letter speaks for itself and only tends to confirm statements made to you personally, in Montgomery, and in my telegram of January 27th.

The Alabama Coal Operators', especially those for whom the Operators' Committee is authorized to speak, fearlessly and defiantly announce their determination to wage a fight to the "bitter end" and "until the last vestige of unionsim is driven from the coal fields of Alabama". This campaign of attempted extermination of the Miners' union is as absurd as it is idiotic. It cannot be done.

It only serves to further, their inconsistency, and disclose the autocratic, ~~tyrannical~~ and arbitrary policies inaugurated by them. They are unwilling that so-called "agitators" and "foreigners" come here to counsel and organize the Miners into unions or associations, or "interfere with their business" but reserve unto themselves the right to dictate and set-up policies and rules for the operation of mines controlled by others, and say to other operators "you must run your mines the way we are operating ours" and deny YOUR EMPLOYEES THE RIGHT TO ORGANIZE OR NOT AS THEY SEE FIT.

It is clear to me that you have not personally visited the various coal mining fields of the State, looked into the situation, secured first-hand information from the miners (both union and non-union) and their employers; as well as the merchants, doctors, lawyers, ministers, postmasters and others who are not involved in the strike and familiarized yourself with all sides of this controversy as I have done. I KNOW many facts have been withheld from you or not been disclosed.

I venture to say that you do not know the true conditions or the real sentiments of the PEOPLE, in general. If you did, I am sure you would not hesitate to perform your public duty by resorting to every method and effort possible to bring them the contending elements together and effect a settlement. IT CAN BE DONE IF YOU GO ABOUT IT IN THE PROPER SPIRIT!

I will not undertake to make reply to this vicious attack on the United Mine Workers organization, their officers or membership, nor am I concerned about the counter-charges and attacks made on the Operators' Committee or others by them. As I personally stated to you, there has been entirely too much venom and malice injected into the controversy with the resultant consequence that you and other public officials are held up to scorn, ridicule, censure and undeserved attack. No one has been spared.

My only interest in this matter, at all times, has been to exert every effort and influence toward bringing about an adjustment, and with this end in view only, in company with Mr. Hanson, I sought your friendly offices and influence in helping to bring about the desired result. I was confident then, and I still believe that you can end this strike, if you so desire.

From the very beginning, I found my task a hopeless and irksome one, inasmuch as the Operators' Committee has persistently and relentlessly done everything possible to prejudice the public mind against the Miners' organization, to establish a system of servitude closely akin to "peonage" in various coal-mining fields of Alabama by denying their employees the "right mx to organize or not as they may see fit" and to "bargain collectively"; and have done everything within their power to prevent any consummation of plans looking toward a settlement of the strike.

Without taking any sides in the controversy, it must be admitted that there is some virtue to the contentions of both sides. It is well-known and understood that all of the Operators are not "slave drivers" and "tyrants" and that there are a good many fair, honorable and reasonable Coal Operators in Alabama. On the other hand, I have found that nearly all of the representatives of the Mine Workers' organization are honorable gentlemen, law-abiding citizens, and not the type of men they have been represented.

I hope that I may be pardoned for taking exception to the statement or inference in the letter of the Operators' Committee to you, above quoted, wherein in its is made to appear that the <u>proposition which you, contrary to our agreement and wishes, submitted to them,</u> came from the Mine Workers' organization. <u>THIS IS NOT TRUE!</u>

The plan or proposition was first suggested and offered by some of the leading Coal Operators who assured me that a large majority of them would favor such an arrangement. It was only after I had been encouraged to believe that the Operators would agree to some basis of settlement, that I approached the representatives of the striking miners and undertook to have them agree to the proposal.

At first, and for some days, I met with their refusal to consider any plan for settlement unless it embodied the demands for which they were contending. After several unsuccessful efforts, I again appealed to them to make some "concessions" and finally they reluctantly agreed to end the strike on the basis of the Ruby contract, provided the Operators would also agree to do so, but with the express understanding that the proposition or plan did <u>not</u> originate with them but was an indication of their willingness to co-operate in an effort to bring about a settlement, if that was possible.

Therefore, it must be manifest to everyone, that a large number of Operators desire to end the strike, but that the Operators' Committee, which dominates the situation prevents them from doing so.

The Operators' Committee (composed of Bonnyman, DeBardeleben, Nelson, Morris and Peters) as hereinbefore stated, prevented this plan from going through at that time, and they have lost no opportunity since in preventing an end to an intolerable situation that is gratifying to themselves alone, which promotes their own selfish designs at the expense of the taxpayers of the State, necessitates the keeping of troops in the field and constantly jeopardizes life and property.

Do you know that the Operators have held several meetings the past week and pledged themselves to raise large sums of money to conduct a vicious publicity campaign for creating sympathy for the indicted soldiers and prejudice against the miners and their organization, to intimidate witnesses; bribe jurymen, pay high-priced lawyers and prevent the conviction of the militiamen who killed William Beard, a striking miner? Do you know that they even contemplate injecting the racial question into this situation with a view of provoking a racial war?

My confidence in man has been badly shaken through your unfortunate disclosure of the contents of the communications in question which had been submitted toy you in confidence. It little short of an indictment against you for conspiracy with the Coal Operators, and convincing proof, to my mind, of the most flagrant betrayal of trust and violation of confidence it has ever been my misfortune to experience in an association with men abd women, in public or private life, extending over a period of many years.

THE COAL MINERS' STRIKE IN ALABAMA CAN BE SETTLED BY YOU BUT NOT THROUGH THE FIGHTING (OPERATORS') COMMITTEE WHO MIS-REPRESENT THE REAL SENTIMENT AND WISHES OF THE MAJORITY OF THE COAL OPERATORS!

If you will follow the plan I outlined and have it submitted to each individual Operator,either by letter from you,or through some representative you appoint, I am confident seventy-five per cent. of the Operators will gladly sign the "Ruby" agreement. When that is accomplished,surely you can find a way to force the remaining minority,or the belligerent element,into line.

It seems to me that the chance to end the strike is in your hands,and I hope you will go the full limit of your authority or ability to bring about that greatly desired result.

Very respectfully,

WILLIAM C. LILLER
U.S.Commissioner of Conciliation

INTRODUCTION.

The Citizens Committee of Birmingham, in an endeavor to make a cursory survey of the unemployment situation in Jefferson County, has attempted to obtain information about only three of the primary phases of the situation: First, the extent of unemployment; Second, the results of unemployment; and Third, measures now being employed for relieving the destitute.

In order to obtain this information, the services of nine workers have been utilized. The active work began in the early afternoon of Wednesday, May 4th, 1921, and ended Monday noon, May 9th, 1921. It is obvious that in so short a time all of the facts relative to the situation could not be obtained, but it is hoped that the data presented herewith will prove helpful to those who shall consider the problem confronting this community.

The workers, in their investigation, have sought to obtain accurate data relating to the situation from authentic sources and from personal observation. There is attached to this report a list of the organizations, agencies and individuals supplying information and data contained therein.

EXTENT OF UNEMPLOYMENT.

Miners.

The data pertaining to the extent of unemployment may be roughly divided into two parts: First, relative to the unemployed union men; and Second, relative to the unemployed non-union men.

Small units of coal miners walked out on strike from May, 1920, to September 8, 1920. On this latter date a general strike was called. This strike was not ended until about February 19, 1921. Because of the large number of men and families affected by this strike, much of our investigation, of necessity, has been conducted in the mining districts.

The United Mine Workers of America claim that just prior to April 9th, 1921, a weekly supply of provisions was shipped to thirty-seven mining camps and communities in Jefferson County. The Secretary-Treasurer of that organization claims that this supply of provisions was intended to feed:

4,751 white and colored men,
4,077 white and colored women,
10,064 white and colored children,
18,792 total.

(Appended hereto is a detailed list showing the number of men, women and children fed in each camp and community.)

Estimating the number of persons in each family at four, we can, with some degree of accuracy say that on April 9th, 1921, there were 4,698 families in thirty-seven camps.

A visit was made by the workers to each of these thirty-seven camps and communities, at which time it was found that the population had decreased approximately 41% from April 9th to May 7th. The cause of this decrease is believed to be emigration to other parts of the State and County. At the present time, in these various camps and communities, there are only about 1,926 families composed of 7,704 men, women and children. Of this total population, there are 1,117 children under five years of age.

It is estimated that there are now approximately 1,477 union miners in Jefferson County wo are out of employment. The remaining 449 are working either part or full time at such jobs as they are able to find.

The information pertaining to the population and number of men unemployed in these camps and communities was obtained from the officials of the various local miners' unions, storekeepers, and other persons long residents of these communities. (A list of the local union officials is attached hereto.)

The Secretary-Treasurer of the United Mine Workers of America also claimed that this organization just prior to April 9th, 1921, shipped a weekly supply of provisions to the mining camps and communities in Jefferson and eight other neighboring counties containing at that time:

11,809 white and colored men,
9,997 white and colored women,
25,099 white and colored children,
46,905

Comparing the above total with the number in Jefferson County on April 9th, (18,792) it will be seen that 40% of the union miners and families affected by the strike are in Jefferson County.

It was further stated by the Secretary-Treasurer of the United Mine Workers of America that more than 350,000, or approximately 50% of the union miners in the country are now unemployed.

In an interview, the Secretary-Treasurer of the Alabama Coal Operators Association gave an estimate concerning non-union or so-called loyal coal miners in Jefferson County. The estimate is as follows:

20% now unemployed,
40% working part time,
40% working full time.

33% of the union miners who struck, now in the county are still unemployed.

Thousands of men were imported by the Coal Operators, according to the Secretary-Treasurer of this organization, to replace the striking miners. It is believed that many of the men thus imported will remain in this district, and that these men who are now unemployed, together with the unemployed "loyal men" will be given preference when mining operation is generally increased or resumed.

It is now the policy of the Coal Operators to give part time work to at least as many of the "loyal" men as possible. The Coal Operators also furnish the "loyal" unemployed men with supplies, hoping to collect for such supplies when mining activities are resumed.

Metal Trade Workers.

The Secretary-Treasurer of the Alabama State Federation of Labor estimates that 50% of the metal trade union men are out of work because of shut downs, and because of general industrial depression. Quite a large proportion of the unemployed men are railroad metal trade workers.

The Local Business Agent of the National Machinist Unions stated that the following composes the membership of the machinists' unions in Jefferson County:

In Birmingham proper	926 men
In Bessemer	212 men
In balance of County	150 men
Total	1,288 men.

Of this number 512 were unemployed thirty days ago. About 644, or 50% are now unemployed.

During the so-called period of war time prosperity, many men immigrated into this County and were absorbed into the metal trades, so that there are now a greater number of mechanics in this district than there ordinarily would be.

Building Trades Workers.

The Secretary-Treasurer of the Alabama State Federation of Labor stated that there are but few union men in the building trades who are now unemployed.

Conditions Revealed by Employment and Other Agencies.

The experience of the Municipal Employment Bureau is the same as the commercial employment agencies, the religious, fraternal and other organizations that assist in finding employment for men and women.

The tabulated statistics furnished by the Municipal Employment Bureau, attached hereto, show that there has been a steady increase in applicants.

Registered Applications	Men	Women	Total.
November, 1920	246	68	314
April, 1921	729	321	1050.

The foregoing comparative figures show a total increase of approximately 240% - April, 1921, over November 1920. As will be noted, the increase in the number of women applying for work is much greater than the number of men applicants.

With but one or two exceptions there is a concensus of opinion among those engaged in finding work for the unemployed, viz: The unemployed situation in Jefferson County is a critical one and bids fair to become more critical in the near future.

All agencies and organizations, with but one exception, (The Municipal Employment Bureau) experience small success in finding employment for applicants. Some reports are quite disheartening. The success of the Municipal Employment Bureau is shown in the following table:

Placements	Men	Women	Total
November, 1920	198	40	238
April, 1921	140	97	237

Babson Statistics.

A report of an industrial survey conducted by the Babson Statistical Agency during March, 1921, shows that approximately 40% of the workers in this district in practically all classes of trades and crafts, both commercial and industrial, were wholly unemployed. Twenty per cent were employed from three to five days a week, and the remaining 40% were working full time. The report of this survey reads: "Compared with January 1st, 1921, I think we had about 85% normal employment then against the above 40% at present (March 29, 1921). I hear many expressions of hope and prediction of general improvement soon, but the expressions seem to be based more upon hope than good reason." At that time it was estimated in the report that 25,000 people in this district were unemployed.

RESULTS OF UNEMPLOYMENT.

Conditions in Mining Camps and Communities.

Our workers, after having visited thirty-seven mining camps and communities, have prepared a narrative report pertaining to the condition of the families of strikers. These reports, which are attached hereto, are as complete as time and circumstances would permit.

Our investigations in these communities show that in only 50 families is immediate relief necessary. A list of the names and addresses of these families, together with their present condition, forms a part of this report.

It was found that in sixteen of these communities there are now 1,477 families, containing approximately 5,308 men, women and children who will require relief within the next two weeks. A list of these communities, with the number of families in each, also forms a part of this report.

In three communities it was found that no relief is now needed, nor will be needed in the future, unless business depression continues indefinitely. A list of these communities is attached hereto.

The health conditions in each community visited were found to be about normal. There proved to be only a negligible amount of sickness among the people. However, unless proper food is provided in adequate quantities, the health of approximately 192 children under five years of age will be impaired within the next few weeks. This estimate does not include the children of similar age among the families requiring immediate relief.

In some communities, the situation of certain needy families is being made more acute by eviction from their homes by landlords and renting agents. Attachments are said to be served on many families, thereby removing from them all or part of their household goods to satisfy arrears of house rent.

It is also reported that furniture installment houses are removing household goods because periodical payments cannot be met by some needy families.

Officials of State Federation of Labor

and Other Labor Officials.

The Secretary-Treasurer and President of the Alabama State Federation of Labor stated that it was their mutual belief that the number of needy families was now small compared with the number that will be reduced to want during the next two weeks.

The Business Agent of the American Machinists' Unions stated that reports reaching him show that the unemployed union machinists and their families have felt the pinch of want only slightly. He stated that in his opinion the condition of families of striking miners was ten times more acute than that of unemployed machinists' families.

The Salvation Army.

Brigadier Simonson claims that the local Salvation Army is relieving distress in a greater number of families in Jefferson County now than it has ever done before. Both he and his wife related a number of pathetic family situations called to their attention. A comparative statement of the number of families helped since April, 1920, shows that 67 were helped in May, 1920, and 98 in March, 1921, an approcimate increas of 32%. The number of families helped has increased steadily each month since October,1920. This organization was unable to furnish a comparative statement of their monthly expenditures of actual money relief.

The Municipal Department of Relief.

The Superintendent stated that this department had during April, 1921, handled an unprecedented number of (both new and old) applications for relief. The statistical data furnished by him shows an approximate increase of 33% in total number of applications, April, 1921, over April, 1920, and approcimately 18% increase in actual money relief expenditures for April, 1921, over April, 1920. The following comparative table is somewhat illuminating in this connection.

	No. Old Applicants	No. New Applicants	Total	*Actual Relief Expenditures
Six Months Ending 4/30/20	691	351	1042	$1914.34
Six Months Ending 4/30/21	836	453	1289	2283.17
Total Increase	145	102	247	$ 378.83.

*These figures do not include donations of fuel, clothing, food, furniture, etc. given to applicants for relief. See table attached hereto.

The Churches.

Of the four church officials or pastors interviewed, only one reported during the past six months a perceptible increase in the number of applications for relief.

Father Coyle (Roman Catholic) claims that during the past six weeks he has had a greater number of calls for relief than during a similar period of time for the past two years. He stated that his relief fund is practically exhausted.

Municipal Department of Education.

The Superintendent of this department claims that the supposed conditions of unemployment have no effect upon the number of pupils withdrawing from the public schools. This year, thus far, has been a normal one.

Municipal Recorders' Court.

The Clerk of this Court claims that he has been clerk for 17 years and never during that time has he heard so many prisoners testify to their unemployment. Fewer men are paying fines than ever before, and the city jail contains more prisoners now than in years.

MEASURES NOW EMPLOYED FOR RELIEVING

THE DESTITUTE.

What Our Visits to Mining Camps and Communities Revealed.

It was found that no relief had been sent since April 9th, 1921, to thirteen of the camps and communities visited. Since April 9th, 1921, relief in the form of staple food supplies were provided by the State Federation of Labor, local labor unions, labor unions in various parts of this State, unions in other states, the Salvation Army and the Bessemer Relief Association.

A number of needy families have left their own communities to move into the tent camps and the homes of friends and relatives in other communities.

Bessemer Relief Association.

This organization of interested citizens of Bessemer sprang into existence since this survey began. It proposes to care for the needs of destitute families in Bessemer and four adjacent communities. This relief work will be carried on under the direction of the United Charities of Bessemer.

United Mine Workers of America.

This organization which up to April 9th, 1921, has financed the provisioning of strikers' families, is no longer giving relief.

It distributed 2500 tents throughout the district, many of which are now in use in Jefferson County, and which provide comfortable quarters for quite a number of families.

The Salvation Army.

Brigadier Simonson pledged our workers to take care of all cases of real need that are reported to him. The 50 families requiring emergency relief, mentioned elsewhere in this report, have been referred to this organization for immediate attention

The relief work of the Salvation Army consists mainly in the distribution of a week's supply of provisions to each family. Families in distress in both Birmingham and Jefferson County are helped by the Army.

Municipal Department of Relief.

The Superintendent of this department agreed to help any needy families living in Birmingham, reported to him. Both facilities and funds of this department seem to be quite limited, but the Superintendent and his workers may be relied upon to help as far as is in their power.

Alabama State Federation of Labor.

This labor organization has raised about $3,000 from various sources with which it proposes to help needy families of both union and non-union unemployed men throughout this district. About $1200 of this amount was recently spent in purchasing 25,500 pounds of meal and 6,050 pounds of meat, which was distributed through local union officials to 1,180 families in the district.

Relief giving will be continued by this organization so long as the need is apparent, and funds are available.

Churches and Fraternal Organizations.

As far as can be ascertained, the churches have not yet participated in relief giving, other than in a small way.

Fraternal organizations are still caring for their own needy members only.

Employers.

Recent communications from a number of employers in Jefferson County reveal a sympathetic attitude toward their employees. Some employers have provided part time work, some have extended credit, and many have endeavored to relieve cases of obvious destitution.

PRESIDENTS OF LOCAL UNIONS.

L. A. Thompson	Morris
W. E. Williams	Aubrey
Jonah Yessick	Warrior
W. A. Jones	Adger
Sam Smith	Johns
W. R. Smith	Littleton
J. Gillian	Sayre
I. B. McCormick	Lewisburg
Ben Hugeley	Sayreton
S. W. Downs	Arcadia
Daniel Kenedy	Republic
H. W. Ragland	Coalburg (Upper)
John Doyle	Kimberly
John Brandon	Pratt City
Joe Woodman	Wylam
Burt Russell	Docena
Joe Thompson	Mulga
J. M. Buckalew	Brookside
August Russell	Blossburg
J. I. Drake (Col)	Cardiff
Sip Kagler (Col)	Cardiff
J. R. Woodward	Crocker
Alf Jones	Cardiff
P. M. Murrell (Col)	Adamsville
R. A. Hodge	Gintown
Robert McMekin	Adamsville
Chas. McKinney	Mineral Springs
Alonga Salter	Maxine
Will Lewis (Col)	Flat Creek
Luther Wilson	Labuco
Will Schine (Col)	Palos
J. W. Johnson	Palos (For Bessie)
O. Hainey	Prace

List of Organizations, Agencies and Individuals Interviewed in Birmingham, Alabama.

Alabama State Coal Operators Association, J. L. Davidson, Secy.-Treas.
Municipal Department of Relief and Corrections, W. S. Brown, Supt.
Municipal Employment Bureau, H. E. Oliver, Manager
Alabama State Federation of Labor, Lewis Bowen, Secretary-Treasurer,
W. L. Harrison, President.
First Methodist Church, H. Denman, Secretary-Treasurer.
United Mine Workers of America, District #20, J.L.Clemo, Secretary-Treas.
Pastor of Southside Baptist Church.
Secretary of Independent Presbyterian Church
National Machinist Union, W. E. Spain, Business Manager.
Board of Education, J. H. Phillips, Superintendent
Clerk Recorders Court
Chairman of Unemployment Committee of F. and A. M.
Chairman of Unemployment Committee of Knights of Columbus
Pastor of Roman Catholic Church
Manager, Ryan Employment Agency (Colored)
Dean, St. Mark's Industrial School, (Colored)
Manager Commercial Exchange Employment Agency (Colored
Manager State Mutual Employment Agency
Employment Secretary Y. M. C. A.
Employment Secretary Y. W. C. A.
The Salvation Army, Brigadier L. M. Simonson
Director, Neighborhood House (Social Settlement)
Manager Bodeker's Detective Agency
Chamber of Commerce, C. F. Varn, Asst. Secretary

STATISTICAL DATA FURNISHED BY THE MUNICIPAL DEPARTMENT
OF RELIEF AND CORRECTIONS.

	OLD CASES	NEW CASES	TOTAL	AMOUNT RELIEF GIVEN
Nov. 1919	108	58	166	$ 396.69
Dec. 1919	134	76	210	279.77
Jan. 1920	128	53	181	295.59
Feb. 1920	114	51	165	389.61
March 1920	101	65	166	283.73
April 1920	106	48	154	268.95
TOTALS	691	351	1042	$ 1914.34
Nov. 1920	115	60	175	$ 301.09
Dec. 1920	133	85	218	279.70
Jan. 1921	139	73	212	391.31
Feb. 1921	127	74	201	362.03
March 1921	158	69	227	368.48
April 1921	164	92	256	580.56
TOTALS	836	453	1289	$ 2283.17

NOTE: Estimated value of donations of fuel, clothing, groceries furniture, etc. for both periods of time covered by the above table is $2968.00.

The Superintenden of this department estimates that the donations are unchanged in amount of frequency since November, 1920.

STATISTICAL DATA FURNISHED BY THE MUNICIPAL-
FEDERAL EMPLOYMENT BUREAU.

Applications	Men	Women	Total
Nov. 1920	246	68	314
Dec. 1920	456	92	548
Jan. 1921	573	180	753
Feb. 1921	569	206	775
March 1921	510	208	716
April 1921	729	321	1050
TOTALS	3083	1075	4158

Placements	Men	Women	Total
Nov. 1920	198	40	238
Dec. 1920	253	63	316
Jan. 1921	98	98	196
Feb. 1921	91	74	165
March 1921	77	94	171
April 1921	140	97	237
TOTALS	857	466	1323

NOTE: The manager of this department estimates that fully 25% more people actually applied for employment over this period of time but refused to register. The figures shown above cover only registered applicants.

statis

STATISTICAL DATA FURNISHED BY THE SALVATION ARMY.

Number of Families Relieved.

During May, 1920	67
June 1920	43
July 1920	27
August 1920	35
September 1920	26
October 1920	24
November 1920	31
December 1920	69
January 1921	63
February 1921	99
March 1921	98
April 1921	

POPULATION OF STRIKING MINERS AND THEIR DEPENDENTS IN JEFFERSON COUNTY TO WHOM FOOD SUPPLIES WERE SHIPPED BY UNITED MINE WORKERS OF AMERICA DISTRICT NUMBER 20 FOR WEEK ENDING APRIL 9th, 1921, THIS BEING THE DATE WHEN FURTHER RELIEF BY THAT ORGANIZATION ENDED.

Name of Mine	No. Men	No. Women	No. Children	Total
Majestic	76	68	213	357
Bradford	47	41	121	209
Morris	37	37	109	183
Willard	109	105	267	481
Warrior	66	42	115	223
Adger	124	125	374	623
Johns	49	48	105	202
Littleton	65	62	121	248
Sayre	56	53	136	245
Mary Lee	348	214	531	1093
Sayreton	227	216	466	909
Arcadia	13	12	19	44
Republic	104	70	174	348
Coalburg	84	63	141	288
Porter	62	51	146	259
Palos	71	57	198	326
Bessie	78	68	200	346
Kimberly	181	170	475	826
Pratt City	866	791	1656	3313
Wylam	369	347	907	1623
Docena	75	72	202	349
Mulga	120	91	248	459
Riverside	76	55	166	297
Brookside	195	153	430	778
Blasburg	188	172	364	724
Jett	53	50	142	245
Cardiff No. 16	44	37	78	159
Cracker	63	55	193	311
Mineral Springs	146	117	247	510
Cardiff	130	100	264	494
West Pratt	170	138	187	495
Ginntown	184	154	403	741
Adamsville	93	81	221	395
Praco	33	29	37	99
Maxine	58	57	207	322
Flat Creek	56	42	99	197
Labuca	55	34	102	191
TOTALS	4,751	4,077	10,064	18,792

Conclusion.

As yet there has been no co-ordination of effort on the part of any of the relief-giving organizations in Jefferson County, either in division work, or in prevention of overlapping and duplication of relief.

In behalf of Miss A. Many, Mr. J. S. Childers and myself, I desire to express our appreciation of the cordial and sympathetic co-operation extended us by every one from whom we sought information and advice.

Respectfully submitted,

(Signed) Boyce M. Edens

Data Furnished by Employers.

A questionaire was sent to 110 employers engaged in many of the principle commercial and industrial activities throughout Jefferson County. Up to 6:00 P. M. May 12th, 1921, only 49 had filled in and returned the questionaires.

Only 37 of the questionaires were capable of tabulation. These were returned by business concerns engaged in fourteen general classes of commercial and industrial pursuits. These questionaires show that on November 30, 1920, 12,479 men and women were on the payrolls, and on April 30, 1921, only 8,637 men and women; a net decrease of 3,842, or 31%.

The twelve questionaires incapable of tabulation were returned by concerns operating outside of Jefferson County, by others not operating since November 30, 1920, and still others the exact status of whose payrolls on November 30, 1920 and April 30, 1921 was not given.

A complete detail of the statistical data compiled from the returned questionaires is attached hereto.

DETAIL STATISTICS OF CARD QUESTIONAIRES SENT TO EMPLOYERS.

MANUFACTURERS OF METAL, MACHINERY AND OTHER METAL PRODUCTS.					
No. Replies received	13				
No. Reporting Increased Number of Employees		0			
No. Men on Payroll 11-30-20			6039		
No. Women on Payroll 11-3-20				92	
No. Men on Payroll 4-30-21			2767		
No. Women on payroll 4-30-21				80	
Net decrease					3284
MANUFACTURERS OF LUMBER AND WOODENWARE.					
No. Replies Received	4				
No. Reporting Increased Number of Employees		4			
No. Men on Payroll 11-30-20			366		
No. Women on Payroll 11-30-20				13	
No. Men on Payroll 4-30-21			376		
No. Women on Payroll 4-30-21				16	
Net Increase					13 13
MANUFACTURERS OF SOF DRINKS.					
No. Replies Received	1				
No. Reporting Increased Number of Employees		1			
No. Men on Payroll 11-30-20			39		
No. Women on Payroll 11-30-20				1	
No. Men on Payroll 4-30-21			40		
No. Women on Payroll 4-30-21				2	
Net Increase					2
MACHINE REPAIRING.					
No. Replies Received	3				
No. Reporting Increased Number of Employees		0			
No. Men on Payroll 11-30-20			98		
No. Women on Payroll 11-30-20				0	
No. Men on Payroll 4-30-21			69		
No. Women on Payroll 4-30-21				0	
Net Decrease					29
MANUFACTURERS OF COTTON SEED PRODUCTS.					
No.Replies Received	1				
No. Reporting Increased Number of Employees		0			
No. Men on Payroll 11-30-20			57		
No. Women on Payroll 11-30-20				2	
No. Men on Payroll 4-30-21			8		
No. Women on Payroll 4-30-21				1	
Net Decrease					50

PUBLIC UTILITIES.

No. Replies Received	1			
No. Reporting Increased Number of Employees	0			
No. Men on Payroll 11-30-20		889		
No. Women on Payroll 11-30-20			69	
No. Men on Payroll 4-30-21		857		
No. Women on Payroll 4-30-21			68	
Net decrease				33

COAL MINING.

No. Replies Received	7			
No. Reporting Increased Number of Employees	3			
No. Men on Payroll 11-30-20		3500		
No. Women on Payroll 11-30-20			14	
No. Men on Payroll 4-30-21		3229		
No. Women on Payroll 4-30-21			14	
Net decrease				271

BAKERIES.

No. Replies Received	1			
No. Reporting Increased Number of Employees	0			
No. Men on Payroll 11-30-20		102		
No. Women on Payroll 11-30-20			26	
No. Men on Payroll 4-30-21		93		
No. Women on Payroll 4-30-21			24	
Net decrease				11

MEAT PACKERS.

No. Replies Received	1			
No. Reporting Increased Number of Employees	0			
No. Men on Payroll 11-30-20		122		
No. Women on Payroll 11-30-20			36	
No. Men on Payroll 4-30-21		73		
No. Women on Payroll 4-30-21			21	
Net decrease				64

STATIONERY DEALERS AND MANUFACTURERS.

No. Replies Received	1			
No. Reporting Increased Number of Employees	0			
No. Men on Payroll 11-30-20		26		
No. Women on Payroll 11-30-20			11	
No. Men on Payroll 4-30-21		26		
No. Women on Payroll 4-30-21			8	
Net decrease				3

MANUFACTURERS OF BRICK.

No. Replies Received	1			
No. Reporting Increased Number of Employees	0			
No. Men on Payroll 11-30-20		239		
No. Women on Payroll 11-30-20			3	
No. Men on Payroll 4-30-21		144		
No. Women on Payroll 4-30-21			4	
Net decrease				94

MANUFACTURERS OF COTTON GOODS.

No. Replies Received	1			
No. Reporting Increased Number of Employees	1			
No. Men on Payroll 11-30-20		179		
No. Women on Payroll 11-30-20			200	
No. Men on Payroll 4-30-21		185		
No. Women on Pay roll 4-30-20			211	
Net Increase				17

MANUFACTURERS OF ICE AND COLD STORAGE

No. Replies Received	1			
No. Reporting Increased Number of Employees	1			
No. Men on Payroll 11-30-20		117		
No. Women on Payroll 11-30-20			5	
No. Men on Payroll 4-30-21		134		
No. Women on Payroll 4-30-21			5	
Net Increase				17

DEALERS IN MILL SUPPLIES.

No. Replies Received	1			
No. Reporting Increased Number of Employees	0			
No. Men on Payroll 11-30-20		216		
No. Women on Payroll 11-30-20			18	
No. Men on Payroll 4-30-21		167		
No. Women on Payroll 4-30-21			15	
Net decrease				52

COPY

File

Birmingham, Ala.

My dear Mr. Kerwin:

Kindly convey the substance of enclosed to the Secretary and kindly leave a typewritten copy with him, as we have no stenographer here on Sunday.

You will pardon the suggestion about Mr. John X. Thomas-but he seems to know most of the suffering miners families and has been active in getting relief etc.

For this reason and being persona grata with the management he can do some real good.

Hurriedly,

(Signed) Hywel Davies.

Mr Cook —
Please have Secretary Davis read this from Mr. Hywel Davies.
K.

C O P Y

Birmingham, Ala.
May 8, 1921.

My dear Mr. Secretary:

I have been here 30 hours and have heard enough from both sides to outline a brief preliminary report.

1st. That the industrial conditions are deplorable in the way of unemployment and very little relief in sight.

2nd. That Mr. Van Bitner was indiscreet in his criticisms of the Governor and Coal Operators and it further jeopardizes the replacing of the men who approved his public remarks.

3rd. The Department of Labor would gain nothing by antagonizing the State authorities,(I mean the Governor,) nor the large employers by attempting to review the strike and its settlement award.

The proper course to pursue just now is to pour oil on the troubled waters and get as many of these suffering men back to work as soon as possible. I am laying the ground for cooperation along this line,because nothing will be gained by reopening old sores.

Division of work, little as it may be ,may keep the wolf from the door, if the Companies are approached by one that they have confidence in, and as Commissioner John K. Thomas enjoys that confidence as well as that of the men, he could do yoeman service in getting these men gradually replaced. Mr. Thomas is well known and well liked by both employer and employee and the Department could do nothing better to help this deplorable situation than to commission Mr. Thomas at once to do for these suffering people <u>what neither they nor their Union can do for themselves.</u>

As the cases will have to be handled largely individually it will take weeks to really help in the only way that will be a real help.

May I express the hope that you can see your way clear to commission Mr. Thomas at once as he can really do more good than anyone else in this case.

I will in the next two or three days get more complete data which I will send for your information but can leave as soon as you can commission Mr. Thomas even if it becomes necessary to furlough one or two Commissioners handling less important cases.

The problem is quick aid to prevent starvation and not waste time on "who is to blame"- Our friend John X. is therefore the next best step.

Respectfully but hurriedly submitted,

(Signed) Hywel Davies.

May 11, 1921.

Mr Secretary:—

Mr Davies will be here Saturday. As you will be away from city Then, Do you desire us to assign Mr Thomas for a two weeks period to follow out the suggestion and endeavor to get some of these men back at work.

H. K. Ts.

Mr Davies will await your return, I assume.
In meantime shall be take matter up with Messrs James & Moore.
K.

REPORT

(1)

At a recent citizens' meeting held in the auditorium of the Chamber of Commerce, after a general discussion of unemployment and destitution in the Birmingham District, a committee of five was appointed to form an organization and make investigation of the true condition in the district.

From second hand information your committee was impressed with the rumor that there were 40,000 miners in the coal district and 50,000 unemployed in the City of Birmingham and its environs who were in an acute state of need.

The importunities for immediate relief which pressed upon your committee from many quarters, the criticisms of its deliberation before adopting a plan of procedure, the prominent publication of distress through the evening press as well as the incessant cry for relief from many organizations in the district, make the task so formidable that your committee decided it could only be approached in a calm and businesslike manner.

In order to avoid the danger of misleading information, compiled by those who were biased by preconceived ideas regarding conditions, and realizing the importance of having the work done accurately and at the same time with the utmost speed, your committee decided to secure the services of highly trained workers, thoroughly familiar with this class of investigation and have their reports compiled in a systematic manner in order to make a clear, fair and accurate presentation of the needs of the unemployed as well as suggest a method of relief.

After a few days delay we were fortunate in securing the services of Mr. Boyce M. Edens of Atlanta, head of the Georgia Board of Public Welfare, and two of his assistants, Mr. J.S. Childers and Miss A. Many, all experienced in this class of work.

We also requested the Jefferson County Chapter of the American Red Cross to place at the disposal of the committee a number of its trained workers under the direction of Mr. Edens.

These workers were requested to obtain, in the shortest

time possible, accurate and detailed information regarding the extent of unemployment, the result of same and measures employed for relief of the destitute.

Attached hereto is their report in full, embracing a fair and accurate statement of present conditions as well as prospects in the near future, all compiled in the shortest time possible allowed for a reasonable survey of the Birmingham District.

Attached also is a supplemental report made by the same agencies covering industrial conditions in Birmingham and its immediate environs.

We consider these reports a sufficient basis for outlining a plan of procedure to handle the situation as it now exists and which may reasonably be expected to culminate in the near future. A summary of the facts thus obtained together with the recommendations of procedure by the committee are incorporated in this report.

Conscious of Birmingham's ability and willingness to help as well as relieve all worthy cases of distress and suffering, your committee was not unmindful in approaching its task of its charitable obligation nor of its business responsibility to the people of this district who have always expressed themselves in such noble terms of patriotism and good works, and it was therefore unwilling to call for contributions until an approximate knowledge of the true situation could be stated.

It is not the purpose of your committee to charge any set of men or organizations with the responsibility for the existing conditions nor to censure or condemn any agencies, which might be blamed, but rather to state the facts as they have been presented to it in this carefully prepared report, made after painstaking investigation.

Your committee was unable to make a house to house canvass, nor was it able to obtain more than an approximate estimate of the number of heads of families and their dependents in actual [illegible] relief. The information obtained

as to population and number of men employed in the various mining camps and communities was obtained from the officials of the local miners' unions, storekeepers and other persons long resident in these communities.

As a basis of its estimate your committee took April 9, 1921 (the last day on which food was supplied by the United Mine Workers of America) to May 7, on which date food was supplied by the local organizations, to practically the same people.

On April 9 the total number of people supplied food by the United Mine Workers in Jefferson County was about 18,792, which includes men, women and children. On May 7 there had been supplied by the local unions 4640 men, women and children.

It would be impracticable, owing to its length, to furnish in this report the specific cases of need or their location, but this information can be furnished any organization that may be designated to supply them and furnish the necessary relief.

From the thirty-seven mining communities investigated, where striking miners have lived, we have obtained the following information:

1st. We find the population of these thirty-seven camps or communities was decreased from April 9 to May 7 from approximately 4698 to 1926 families, the decrease being largely due to immigration to other parts of the state and country.

2nd. Eight of these communities are in need of no relief and will not be in the immediate future.

3rd. There are fifty families in the mining district which are in immediate need of supplies.

4th. There are 1477 families located in sixteen mining camps which will require relief within two weeks unless the heads of families can secure employment in the mean time. Of these families 532 are located at Pratt City.

5th. Your committee is pleased to report that in all these communities the health is excellent.- In fact, no sickness is reported in any of the camps.

6th. Unless proper food is provided in adequate quantities the health of 192 children under five years of age in

families not listed as requiring relief, will be impaired within the next few weeks. This number added to the children in those families needing relief, makes a total of 845 under five years of age who will require adequate supplies of proper food until such time as same can be provided by their parents.

Your committee would not recommend a continuance of the present plan or that adopted by the union for the care of these people, as the situation does not warrant it, nor would it be practical; but that some steps should be taken for immediate and temporary relief in many cases, there is no question.

But whatever is done should be upon the plane of benevolent charity which will enable these people to preserve their self-respect and at the same time inspire them with courage to help themselves.

The situation is not unlike, except in its magnitude, that of the helpless waif left on your doorstep, for these people have followed in a blind faith a directing hand which has apparently left them without the means of sustenance or the guidance of counsel.

They are our brothers in distress and their pitiful condition should unloose the latch-strings of our charity in the same wise and generous way in which we responded to every call for aid during the war.

Your committee naturally feels that the United Mine Workers of America should join with this community to the full extent of its ability in taking care of a situation created by its own orders, and especially should they do this if the funds are placed in the hands of men who know and appreciate the obligation of a trust and the proper expenditure of same.

In conclusion your committee desires to suggest the following plan for meeting the situation as revealed in the report of the workers making this survey:

1. That the distribution of food to be supplied children under five years of age be intrusted to the American Red Cross as well as measures regulating the health and sanitation of the communities in which they live.

2. That the distribution of other food and supplies should

be turned over to the Salvation Army for the women and adult children.

3. That such funds secured in the campaign, to be inaugurated, be inttusted to the care of a special committee selected by the members of the Birmingham Clearing House under the plan best calculated to secure a wise and economical distribution of these funds.

It is suggested that these funds could be loaned to those in need of help upon a note bearing low rate of interest (four or six per cent) payable at some convenient time after the borrower has had time to accummulate money to make repayment.

We believe that a system carefully worked out along this line would not only relieve many who are in actual need, but that it will at the same time remove the odium which might be felt by the manly and sensitive worker were it placed in the form of charity. We believe a majority of those needing assistance would prefer some such method rather than accepting alms.

4. We recommend that all civic organizations join with the Chamber of Commerce and appoint a committee to devise a plan to make a general canvass of the city and county for funds and supplies.

5. Your committee would recommend that all fraternal, benevolent and religious organizations be requested to make a thorough and complete canvass of their respective memberships for this cause and when they have done so, transmit or turn over to the central committee the result of their canvass.

6. That this central committee, consisting of a member of each organization taking part in this campaign, be selected to have general supervision of all matters connected with the collection and distribution of funds and supplies.

Respectfully submitted.

SPARROW ADVERTISING AGENCY, INC.

410-12 AMERICAN TRUST BUILDING

BIRMINGHAM, ALA. May 16, 1921.

Honorable Hywel Davies,
Federal Commissioner of Conciliation,
Department of Labor,
Washington, D.C.

Dear Mr. Davies:-

Col. T. O. Smith, in pursuance of his promise to you, has instructed me to mail you a copy of his report, (marked 1) and also the data furnished by the experts who made the investigation upon which this report was based.

I also take pleasure in enclosing a news item from the Birmingham Age-Herald and an editoral from the Birmingham News.

With assurances of esteem, I am

Respectfully yours

John Sparrow

JS/T

Enc.

Hon. Hywel Davis,
Birmingham, Alabama.

Dear Sir:-

On May 1st the tonnage of Pig Iron in the Birmingham yards was as follows:

Republic Iron & Steel Co.	35.809
Tennessee Coal, Iron & Steel Co.	50.439
Sloss-Sheffield Iron & Steel Co.	70.480
Alabama Company	10.155

There are in the Birmingham District (covered by the questions involved, that you are investigating) 166883 39 furnaces, of which there are in operation

Tennessee Coal, Iron & R.R. Co.	5 Furnaces.	Basic
Sloss-Sheffield Iron & Steel Co.	1 "	Foundry
Alabama Company	1 "	"
Woodward Iron Co.	1 "	"

And the remaining thirty-one Pig Iron Furnaces are idle for want of orders, thus throwing out of work the entire crews at Limestone quarries, Blast Furnaces, Coal Mines, and Iron Mines, as well as the Coke Ovens and Railroad crews &c.

Very respectfully,

John H. Adams

May 9th 1921

DAVIES' REPORT TO BE IMPARTIAL

All Classes of Unemployed to Be Included In Detailed Report

Hywell Davies, commissioner of the department of labor, who has been in the district several days gathering data with respect to unemployment in the mine field with a view to such relief as the department might be able to extend through its good offices, will leave for Washington this morning with comprehensive and accurate data.

Mr. Davies has given the impression that his investigation has been void of partiality and that he will report facts as he has found them to be. His investigations led him to the headquarters of the union miners, to the mining camps themselves, to the offices of the Alabama Coal Operators' association and to the citizens' committee in charge of the unemployment situation in the district.

Mr. Davies has data relating to unemployment of former strikers, to unemployment of men who worked during the strike and to unemployment of all classes of labor that are in that fix.

Mr. Davies does not indicate what steps the department of labor may find itself able to take on the showing which he will submit, but the certain thing appears to be that no revival of friction is to follow his visit, the opposite being aimed at.

To His Excellency,
Thomas E. Kilby,
Governor of Alabama.

Sir:

Your personal representatives appointed to visit the mining district in and around Birmingham, for the purpose of collecting such data as may prove of help to you in making your findings regarding the unhappy situation in the district, wherewith report that, in advance of their visit in that section, we reviewed carefully the correspondence between you and Mr. Victor H. Hanson, Publisher of the Birmingham News, in his third and successful attempt to establish a basis whereon a settlement could be effected. We wired the representatives of the operators and the miners, respectively, to prepare their briefs, setting out their contentions, if they so desired, and present them to us on Monday, February 28th, 1921, at the Tutwiler Hotel. The representative of the operators reported promptly Monday morning that he was ready. The representative of the miners asked for further time. In the meantime numerous citizens of Birmingham were requested to appear, and did appear before the committee, and very courteously answered all questions asked them, after which we proceeded to examine the brief of the operators with careful scrutiny. On Tuesday morning March 1st, we received the brief of the miners, whose representative was given an oral hearing in the banquet hall of the Tutwiler, in the presence of about one hundred and fifty persons.

mostly miners. On Tuesday afternoon your committee visited several mines operating both union and non-union miners. On Wednesdy visited a large mine operated by non-union miners exclusively. Thursday was spent at a large mine operating union miners exclusively. We made careful investigation regarding the welfare and living conditions in the several camps. In some cases found conditions ideal, in others not so good, but in each camp the miners expressed themselves as being satisfied with the living conditions and the wage scale. All mines are now operating under the award by the United States Bituminous Coal Commission. There is only a minor complaint as to the day wages paid in Alabama, as compared to the coal fields in other states. Due to economic conditions now existing, we do not recommend any change in the day wage scale at this time. The wares in the several commissaries were examined carefully, and in some instances tested. The prices in some cases were found to be as low or lower than prices prevailing in Birmingham. In the largest type operations we found that homes were rented at $1.75 per room per month, with gardens, the company furnishing light and running water free, with adequate school houses and churches--nine months schools--which would compare most favorably with public schools and churches in the cities. In other camps, where light and running water was not furnished, the rental was $1.50 per room.

With expressions of satisfaction by the miners in every camp visited, we then made inquiry as to the contentions between the United Mine Workers of America and the Alabama Coal operators.

The Alabama coal strike of 1920-1921 was the most stupendous struggle between organized labor and organized industry that Alabama has ever known. No reliable estimate could be made as to the financial cost of this great struggle; both sides spent millions of dollars in seeking to win an industrial war, over an issue more fundamental and profound than was indicated by the mere statement that it was " a fight over recognition of the Union". On both sides this struggle was amply financed, bitterly fought, and conducted with ability and resourcefullness. The public suffered heavily, and would suffer again in equal measure at any recurrence of this industrial war.

We are convinced, after nearly two weeks of investigation, study of records and personal conferences, that an indecisive and compromise verdict recommended by us and approved by you would be unfortunate for both sides in the controversy, unjust to the public and would jeopardize the immediate future of the industrial peace of the Alabama coal mining district. We are persuaded that you will receive sympathetically our suggestion that the final verdict be complete and conclusive.

The members of the United Mine Workers of America in the Alabama coal fields struck first on May 8th at a few of the smaller domestic coal mines in an attempt to compel recognition by the operators, of their organization. The Union Miners at other mines struck, some in the summer and others in the general strike ordered September 7th--all demanding the recognition of the United Mine Workers Of America. In this course they exercised an undeniable right. The operators of the mines, with that equal right, declared their refusal to recognize the United Mine Workers Of America. The strike is now ended. The members of the United Mine Workers of America failed to impose their will upon the Alabama operators.

Your Excellency declared in a statement made public February 8th, 1921 "The operators claim that more coal is now being produced than was produced before the strike was called; that the production is above normal; that the supply of mine labor is in excess of the demand for it, and that the places of the striking miners have been taken by other miners whom the operators refuse to discharge to make room for the strikers". In that same statement, publicly made, before the correspondence with Mr. Hanson was laid before you, you declared further: "In my opinion the strike is practically at an end and would be absolutely at an end if the labor leaders would but recognize the fact and declare it officially."

Our investigations in the strike zone proved the truth and accuracy of your conclusions. The mines are producing more coal than the market can absorb, and the operators find it necessary, as the Spring and Summer season approaches, to shut down the mines from two to four days a week, in order that they may not be embarrassed by an over-supply of coal for a lessening market.

The fundamental issue of the strike was framed in the first communications of the representatives of the organized miners to the operators in their representation of employment contracts in May and in subsequent correspondence. Although there were minor controversies which will be discussed in this report in their proper place, this question remained the dominant issue until the end of the strike. It was so described by the Comission sent by Your Excellency to the coal fields at the beginning of the strike, so pronounced by your Excellency in your several public declarations on the strike, admitted and accepted always as dominant by the contending factions.

The issue, on the adjudication of which millions of treasure were expended, was of profound importance, because recognition meant the unionization of the miners; it meant that in all mines, only union men could be employed and that all grievances would be adjudicated and working conditions laid down by representatives of the United Mine Workers of America,

with the working forces of the mines behind them in conference with the operators of the mines. It meant in the beginning of the strike the "closed shop", even as the non-union mine represents a shop closed to the Union. After all the places of the strikers had been filled; after more coal was being produced than the market could take, we were told by representatives of the United Mine Workers Of America, that while the strikers would still wish for such recognition, they recognized the fact that under conditions as they had come into existance, they could not expect a recommendation for the recognition of the United Mine Workers Of America, and that the Committee, with the facts before it, could not afford to recommend the closed shop.

We do not question the right of men to voluntarily organize themselves into Unions, but we do question seriously the asserted right to force other men, against their wishes, into the organization.

We do not question the right of an individual coal operator to accept and work his mine under contract with the United Mine Workers Of America. We do question the asserted right of the United Mine Workers Of America to force an operator to accept its contract, when such operator desires to operate his mine differently.

We recognize the right of a coal operator to operate his property as he sees fit, so long as he obeys the laws of the State, and we believe that the State should, at any cost, protect such operator in the peaceful pssession and operation of his property.

In personal conversation with individual miners, we found men who stated that they had at this time, no desire to become members of the United MineWorkers of America. Several of them so interviewed had formerly been members of the Union. We believe that the State should, at any cost, protect these men in their right to work where, how and when they desire.

We have reached the conclusion, and so recommend to your Excellency, that it would not be to the interest of the people of the Sate to recognize the United Mine Workers Of America, either directly through a decision to force all operators to operate under a Union contract, or, indirectly, through such contracts as would set up the machinery by which there would be interference by outsiders in the adjustment of the troubles of any individual mine.

Those miners who have secured individual contracts covering their services at a wage rate guaranteed to them until April 1st, 1922, should be protected. Those operators who desire to operate their mines exclusively with non-Union miners should be protected from molestation.

The United Mine Workers of America called a strike in order to force the coal operators of Alabama to recognize the Union, and to operate under Union contract. This strike failed to accomplish its purpose. We, therefore, recommend to Your Excellency, in the interest of peace and tranquility in the coal mining section of the State, that you declare the strike at an end and call on the officials of the United Mine Workers of America to so advise their members and on the operators to take back without displacing efficient men now employed, those miners who struck, as fast as economic conditions will permit, with the exception of those who committed such overt acts as cannot be condoned.

After a careful reading of the briefs submitted by both sides, we were convinced that a complete unionization of all the coal mines of the State would increase the cost of production. It would force an alliance between the miners and the operators, giving them an absolute monopoly of the coal industry, and this would be reflected in higher cost and indifferent service to coal consumers, which is manifestly unfair to the general public. Keen competition in service and price should be maintained in the coal fields.

We disregarded all charges and counter-charges made by both.

We did not go into the question of the price of coal.

In view of the directly conflicting statements concerning the sub-contract system, we recommend that the operators decide for themselves, whether they will or will not operate under the sub-contracting system. Provided, that if the operator elects to do so, he shall pay the miners working under the contractor the full wage scale awarded by the United States Bituminous Coal Commission.

We submit as Addenda to this report, the following exhibits:

EXHIBIT "A" Brief submitted by the representative of the coal operators.

EXHIBIT "B" Brief submitted by the representative of the United Mine Workers of America.

EXHIBIT "C" Stenographic report of oral argument by representative of the United Mine Workers of America, at the time of submission of written brief.

EXHIBIT "D" Supplemental brief submitted by representative of United Mine Workers of America, containing extracts from sundry contracts.

EXHIBIT "E" Supplemental brief submitted by the representatives of the coal operators.

EXHIBIT "F" Stenographic report of hearing, given a number of coal operators, representative of coal operators, and business men of Birmingham.

EXHIBIT "G" Communication, with enclosure, from Mr. Victor Hanson, Publisher of the Birmingham News, addressed to Governor's personal representatives.

EXHIBIT "H" Communication from H. G. Ashley, addressed to Mr. Jno. W. Durr, member of the Committee.

EXHITIB "I" Communication and enclosure, from Mr. E. L. Brown, addressed to Capt. W. T. Sheehan, Chairman of the Committee.

EXHIBIT "J" Statement of Mr. M. H. Fies, referred to and made a part of Exhibit "F" with reference to contract system.

EXHIBIT "K" Communication from Judge C. B. Tassley, operator, under contract with United Mine Workers of America.

EXHIBIT "L" Communication addressed to the Committee by Mr. Wm. H. H. Judson.

EXHIBIT "M" Statement of men dismissed from various mines, and causes for dismissal, submitted by Mr. Van. Bittner.

EXHIBIT "N" Statement from Alabama Fuel & Iron Co., of facts about "Acmar" mine. Also copy of employment contract in effect there.

EXHIBIT "O" Numerous contracts alleged to be in effect in various sections of country, submitted by Mr. Bittner.

EXHIBIT "P" Extracts from informal session held at time of submission of forms of contracts, by representative of the United Mine Workers of America.

We wish to express our appreciation of the very courteous treatment accorded us by the operators of the Alabama coal mines and the officials of the United Mine Workers of America. They rendered us every aid possible. We cannot refrain from commenting most favorably upon the fair and generous manner in which each side presented its case. The testimony was noticably devoid of bittnerness and not only did each side re-assert its determination to be bound by whatever decision your Excellency should render,

but in their bearing before your representatives and in the presentation of their cases, they assumed that the strike was ended. Both sides, in good faith, reiterated their respect for the law and constituted authority of the State.

CONCLUSION

If we were persuaded that any system of arbitration could be set up, or establishes, which would assure permanent industrial peace in the coal mining district of Alabama, we would not hesitate to recommend it. But, in the absence of any State law to compel the observance of awards of a board of arbitration, and, in face of repeated failures of Boards of Arbitration in the recent past, when most frequent resort has been made to that method of procedure, we would be insincere in recommending that, in which we do not believe lies a remedy. Questions of this character which go deep into our State and National Life, must be brought for their complete and final solution to the Golden Rule operating in the lives of men and inspiring fair and just dealings between man and man. This, the Golden Rule, we hold to be the only policy, for it is the Christian policy, which will give to each, the employer and employee, that which justly is his and, in so doing, will establish and maintain industrial tranquility, Time, and a

faithful allegiance to the doctrine of "Do unto others as you would that they should do unto you", will not only bury the hatred engendered in the exhausting struggle just ended, but it will obliterate the unhappy conditions now prevailing in the coal district, and restore the confidence and mutual understanding which fled the district in the turmoil of the strike

It is a slow way, we admit, and regret that it is a slow way, but, in our opinion, it is the only way.

We recognize, of course, the character of our office as your personal representatives, which is to advise and assist you in reaching a verdict, while the responsibility of final action rests solely with you. If you, as Chief Executive of the State, having been more directly and continously concerned in this protracted struggle can evolve a plan whereby lasting peace in the coal district can be assured, and the rights of the miners on the one hand and the operators on the other can be safeguarded, you will confer a blessing not only on the miners and the operators, but upon the public, which has been the chief sufferer, although innocent sufferer from Alabama's greates industrial war which is now happily ended.

Respectfully submitted,

(Signed) W. T. Sheehan,
Richard M. Hobbie,
Hno, W. Durr,
Your Special Representatives.

Montgomery, Ala.
March 11, 1921.

WALTER J. JAMES
Washington Representative
United Mine Workers of America
207 A.F.of L.Building
Washington, D.C.

May 2, 1921

ATTENTION MR. SECRETARY:

In accord with your request, I hereby submit a brief covering the existing acute situation in the state of Alabama regarding the Miners:-

1st.

When the miners and operators jointly agreed to submit their differences to the Governor of the state of Alabama, they did this with the understanding that they were to be dealt with honestly and intelligently and believed that by submitting their grievances to the Governor, they would get a square deal. The Governor in submitting his proposal to both the miners and operators they jointly agreed to abide by his decision. They were to retain their eight (8) hours and they were also to retain their positions as miners or laborers that they had prior to the time of the suspension of work. As far as our understanding is, they have failed to carry this part of the Contract into effect.

2nd.

The deplorable conditions that are now existing in Alabama are unbelievable. Miners are being victimized from their work, also being ejected from their homes, women and children are suffering to the extent of soliciting funds from various organizations and from the public in the state of Alabama. Therefore, my dear Secretary, we would certainly appreciate it if you would make a thorough investigation to the extent of having one of your conciliators make a personal investigation as to the deplorable conditions, also, to the Governor's report.

Respectfully submitted,

(Signed) Walter J. James
" John Moore

Legislative Representatives
United Mine Workers of America.

MEMORANDUM

On the Salient Facts developed in the Alabama coal strike
September 7, 1920 to February 22, 1921.

Confidential.

Prior to the official call for a general strike in September 1920, there had been some intermittent local strikes since May 1920, which involved nearly 3,000 men, but their places had been promptly refilled.

The immediate response to the general strike order in September did not involve over 5,000 of the 28,000 miners employed. The ability of the companies to replace the strikers so promptly, was due to the depressed economic condition of the industries that employed colored labor. Under normal conditions, Alabama mines employ 30% white and 70% colored labor.

Concurrent with the calling of the strike, the collapse of the southern cotton industry, the closing down of rubber tire, automobile and other factories employing thousands of colored labor at Akron, Cleveland, Toledo, Detroit, etc., and with winter coming on, the negro naturally drifted "back home" where living was cheaper and climatic conditions more favorable. This return tide of negro migration overwhelmed the needs of the coal companies to replace the strikers, and did more than anything else to defeat the strike.

The purpose of the strike was to enforce collective bargaining and secure direct recognition of the miners' union, known as the U. M. W. of A. etc.

The records of Coal Production, show that the strike was lost from its inception, because no strike ever succeeds unless the strikers can stop production or reduce it to a negligible quantity. In this case production compared with April 1920 was only reduced 24% in Sept.; 16% in Oct., 10% in Nove, 5% in Dec., while production in January 1921 was above the normal, or the best record for 1920 in April.

Ordinarily the apparent ability of the strikers to increase their striking forces from 5,000 to 6,000 in September 1920 to nearly 12,000 men in February 1921, meant final success; but under the conditions peculiar only to the South; success in this case meant bankruptcy to the miners' national organization.

The transfer of the negro "at work" to the negro supplied with ample food rations and "no work" was not a very difficult task, and would have been disastrous to the coal companies if it were not for the unlimited supply of home coming negroes, in addition to the thousands thrown out of employment on the cotton and sugar plantations of the South.

As the strike proceeded, there is no denying the fact that both sides showed consummate generalship. The miners demonstrated powers of adaptation of food wants to means, that indicates possibilities of living economies even in the present era of high cost of living. When the strike was called off last February, about 48,000 men, women, and children were receiving ample rations through the Union Commissariat at an expense of only $50,000 per week or about $1.00 per capita per week. A wholesale broker furnished supplies on a commission of 2%.

The U. M. W. of A. national treasury, has furnished the Alabama miners over 3 million dollars since May 1920 for strike reliefs in the shape of food, clothing, medicines, tents, legal expenses, etc.,- the relief being continued seven weeks after the agreement on February 22, 1921 to submit the whole controversy to arbitration by the Governor of the State of Alabama.

The following award was a crushing defeat to the striking miners and their Organization:

1. Recognition of the United Mine Workers of America is not to be compelled.
2. The day wage scale and sub-contract system are to remain unchanged.
3. The existing methods of adjusting grievances are found to be fair and equitable.
4. The operators are under no obligations to re-employ the striking miners.
5. The freedom of contract shall be inviolate and therefore any of the above mentioned things may be done by mutual agreement of the parties.

For a fuller explanation of the above award, the following were the demands of the miners:

1. Recognition of the Union.
2. Abolishment of the sub-contract system.
3. Re-employment of the striking miners.
4. Readjustment of the day wage rate.
5. Setting up of machinery to adjust industrial disputes and avoid future strikes.

It is said that the miners ought to have shown better sportsmanship in the acceptance and submission to the Governor's award. As a general proposition that would be a natural expectation, after agreeing to abide by the award. But what about the environing conditions? Sportsmanship is largely a gambling phrase. It means not only a willingness but the ability to take one's medicine, or pocket the losses and disappointments. It does not go so far as to involve the loss of food and shelter for the wife and children. There is no sportsmanship in such a sacrifice as that.

It may be said, that as the award gave no assurance of re-employment, they should have applied elsewhere for work and thus protect their families and themselves from want. But where COULD they go? Is not the story of the coal industry also the story of every other line of industrial inactivity with its surplus labor? When the grim spectre of hunger and want faces a community of 12,000 idle men and their families, it is far better to meet

the issue with some of the milk of human kindness than to expect such a poverty stricken mass to act according to the ethics of "sportsmanship."

The old Welsh poet dramatically describes a similar scene of poverty when he said,

"Edrych yn y drych hwn dro
A ddyry galon graig i wylo.
Pan yn rhanu anghen un
Rhwng y naw."

Translated:- "To glance in this mirror of poverty and see the wants of <u>one</u> divided between the family of <u>nine</u>, is enough to dissolve a heart of stone."

Had the coal companies been able to re-employ a large per cent of the strikers immediately after the award instead of about 2 per cent, the atmosphere of poverty would have been dispelled and the hopes generated by a full or fuller stomach would have made for a more contented submission to their defeat. But when confronted with the realization of no immediate re-employment,- the suspension of all organization relief,- and no other place to turn for help, their helplessness became the helplessness of despair. In such a dilemma there is little ability to play the game according to "sportsmans' rules." On the contrary, there is every temptation to develop some of our primal traits of self needs when starving wives and children are crying for bread.

It is only in the light of such unfortunate environments that any one could momentarily, in the slightest degree, condemn Mr. Van Bitner's unfortunate and most unwise method of expressing his indignation with the Governor's award in his Blocton speech. Mr. Van Bitner's record as a constructive trades unionist prior to that speech had been a creditable one, but on the Blocton platform in particular, he alienated the independent public opinion of Albama and created the impressions of an industrial creed that lowered the standing of the U. M. W. of A. that will take somes years to eradicate.

Apart from the burning of the organization bridges by the Blocton speech Mr. Bitner did more harm to the strikers' interests by alienating any sympathy for the applauding hearer in the way of possible re-employment, so that Mr. Bitner's conduct in his capacity as leader cannot be condoned and will not soon be forgotten. Mr. Bitner's official connection with Alabama has, however, been completely severed.

On the other hand, the conduct of the local leaders of the U. M. W. of A. although they did not approve the Van Bitner speech, is no better so far as restoration of friendly relations between the employers and their striking employees is concerned.

It is openly charged, and the charge is sustained by reliable evidence, that a committee of conservative operators met three or four of the Alabama officials of the U. M. W. of A. and arranged for a modified continuation of the War Fuel Administration working agreement which insured collective bargaining, etc., but no union recognition. Each side was to work for

ratification,- but the local union officials misinterpreted the action of the operators' committee and took the first opportunity to betray the confidences reposed in them and openly advocated a strike to enforce recognition, now that the operators had gone so far. This breach of confidence and exposure of unmatured plans upset and disgusted the operators and laid the foundation for the bitterest of strikes that Alabama has ever known.

The Department of Labor was created to safeguard the welfare of the workers of the United States and aid in advancing their opportunities for profitable employment and to improve working conditions.

In its endeavor to fulfill this function it must do so with due regard to the interests of employer as well as employee. In other words, it must as readily disapprove an unfair demand of labor as that of the employer, and while it has no direct judicial powers, nevertheless as the clearing house for labor's welfare, it must often function in an advisory, judicial sense, between the claims and counter claims of employer and employee.

A friend is only a friend indeed, when he disagrees when disagreement is to the best interest of his friend.

This is what the Department of Labor is to Labor.

We are confronted with the difficulty of finding employment for the idle miners due to the development of a serious slump in the coal trade since January this year; while the iron and steel industries have been waning for several months shown as follows:

Coke production first 4 mo.	1920	737,000 tons
" " " " "	1921	155,000 tons

Furnaces in blast have been reduced from 39 to 8 and as each furnace gives employment to about 900 coal and iron ore miners, coke workers, R. R. crews and furnace operating force, it will be appreciated that this slump in the iron and allied industries indicates a reduction of about 27,000 men in the district.

The natural sequence of this situation is reflected in coal production since the peak was reached last January when the average weekly production was

January	320,000 tons
February	255,000 tons
March	198,000 tons
April	185,000 tons

This condition has closed 20% of the mines operating in January. 40% are working only 2 days per week and 40% three or four days. This work is distributed among the men who did not go out on strike and the men employed

to fill the place of the strikers. Under these conditions the companies feel that the loyalty of these men should be rewarded by the opportunity to work now that it is so limited.

As a result of these general conditions of unemployment there has been a large exodus of idle able-bodied men, so that the number of families bordering on the danger line of what is now about 1,500 as per a survey completed last week by a non-partisan committee of public spirited men with Colonel T. O. Smith as chairman.

Since the withdrawal of the U. M. W. of A. relief rations, the principal aid to the unemployed families has come from the State Federation of Labor, Salvation Army, Red Cross, etc.

Colonel Smith's report or survey published last Sunday has enlisted the cooperation of the entire press and all charitable activities of the state, so that the danger of real suffering will soon be removed.

The Department of Labor, however, has a duty that it can perform which neither strikers or any labor organizations can do and that is to help in placing or replacing many of the strikers in their former jobs when the opportunity presents itself as the coal trade and iron trade improves. Its representative in Birmingham is persona grata with all employers and thirty years of elbow touch with the miners, etc., enables him to know what cases require first attention and where their best opportunity lies.

Respectfully submitted,

Hywel Davies

Commissioner of Conciliation.

ALABAMA COAL STRIKE
1920- 21

Called Sept. 7, 1920.
Cancelled Feby. 22, 1921.

5,000 men responded to call, but about 7,000 more joined the strikers ranks during the strike, or total of nearly 12,000 men on whom depended 36,000 women and children.

Cause: Demand for Union recognition-cancellation of sub-contract system, and return of strikers to their old jobs.

Strike lost because it was inaugurated when northern factories were closing and thousands of returning negroes added to those from the sugar and cotton fields quickly filled the strikers' places.

The Coal Companies being able to maintain almost normal tonnage within two weeks after the first call in September.

The National Miners Union housed, fed, clothed, etc., this striking population of 48,000 at an expense of 3 million dollars.

Their Commissariat rationed the food supplies and kept them satisfied at an expense not exceeding $1.00 per capita per week.

But 7 weeks after the cancellation of the strike, pending the arbitration award, the National Miners Union suspended all rations.

Coal production was above normal in Jany. 1921 and more men employed than at any time in the history of Alabama, independent of the men on strike.

The strikers parleyed for Arbitration in January and finally agreed in February that the Governor of the State should appoint a Commission to investigate and on whose findings he would issue an award.
The award declined every claim put forth by the miners.

Disappointment was keen and the Manager of the strike lost his head (temporarily at least) and made some very indiscreet speeches which lost to the strikers the sympathy and good will of the public.

The unfortunate part of the situation was a concurrent slump in the Alabama coal market with the calling off of the strike- as
20% of the mines are idle
40% " " " working 2 das. per week
40% " " " " 3 & 4 " " "

Coke production is only 1/4 of 1920, and of the 39 Blast furnaces in the district only 8 are in blast.

This economic condition made it impossible to replace the strikers at their old jobs.

Col. T. O. Smith, a leading banker of Birmingham, is at the head of a Committee of investigation on unemployment and needed relief. - All Alabama is now aroused as to the needs of the unemployed and their families, and already the machinery of relief is beginning to function.

MEMORANDUM

On the Salient Facts developed in the Alabama coal strike
September 7, 1920 to February 22, 1921.

Confidential.

Prior to the official call for a general strike in September 1920, there had been some intermittent local strikes since May 1920, which involved nearly 3,000 men, but their places had been promptly refilled.

The immediate response to the general strike order in September did not involve over 5,000 of the 28,000 miners employed. The ability of the companies to replace the strikers so promptly, was due to the depressed economic condition of the industries that employed colored labor. Under normal conditions, Alabama mines employ 30% white and 70% colored labor.

Concurrent with the calling of the strike, the collapse of the southern cotton industry, the closing down of rubber tire, automobile and other factories employing thousands of colored labor at Akron, Cleveland, Toledo, Detroit, etc., and with winter coming on, the negro naturally drifted "back home" where living was cheaper and climatic conditions more favorable. This return tide of negro migration overwhelmed the needs of the coal companies to replace the strikers, and did more than anything else to defeat the strike.

The purpose of the strike was to enforce collective bargaining and secure direct recognition of the miners' union, known as the U. M. W. of A. etc.

The records of Coal Production, show that the strike was lost from its inception, because no strike ever succeeds unless the strikers can stop production or reduce it to a negligible quantity. In this case production compared with April 1920 was only reduced 24% in Sept.; 16% in Oct., 10% in Nove, 5% in Dec., while production in January 1921 was above the normal, or the best record for 1920 in April.

Ordinarily the apparent ability of the strikers to increase their striking forces from 5,000 to 6,000 in September 1920 to nearly 12,000 men in February 1921, meant final success; but under the conditions peculiar only to the South; success in this case meant bankruptcy to the miners' national organization.

The transfer of the negro "at work" to the negro supplied with ample food rations and "no work" was not a very difficult task, and would have been disastrous to the coal companies if it were not for the unlimited supply of home coming negroes, in addition to the thousands thrown out of employment on the cotton and sugar plantations of the South.

As the strike proceeded, there is no denying the fact that both sides showed consummate generalship. The miners demonstrated powers of adaptation of food wants to means, that indicates possibilities of living economies even in the present era of high cost of living. When the strike was called off last February, about 48,000 men, women, and children were receiving ample rations through the Union Commissariat at an expense of only $50,000 per week or about $1.00 per capita per week. A wholesale broker furnished supplies on a commission of 2%.

The U. M. W. of A. national treasury, has furnished the Alabama miners over 3 million dollars since May1920 for strike reliefs in the shape of food, clothing, medicines, tents, legal expenses, etc.,- the relief being continued seven weeks after the agreement on February 22, 1921 to submit the whole controversy to arbitration by the Governor of the State of Alabama.

The following award was a crushing defeat to the striking miners and their Organization:

1. Recognition of the United Mine Workers of America is not to be compelled.
2. The day wage scale and sub-contract system are to remain unchanged.
3. The existing methods of adjusting grievances are found to be fair and equitable.
4. The operators are under no obligations to re-employ the striking miners.
5. The freedom of contract shall be inviolate and therefore any of the above mentioned things may be done by mutual agreement of the parties.

For a fuller explanation of the above award, the following were the demands of the miners:

1. Recognition of the Union.
2. Abolishment of the sub-contract system.
3. Re-employment of the striking miners.
4. Readjustment of the day wage rate.
5. Setting up of machinery to adjust industrial disputes and avoid future strikes.

It is said that the miners ought to have shown better sportsmanship in the acceptance and submission to the Governor's award. As a general proposition that would be a natural expectation, after agreeing to abide by the award. But what about the environing conditions? Sportsmanship is largely a gambling phrase. It means not only a willingness but the ability to take one's medicine, or pocket the losses and disappointments. It does not go so far as to involve the loss of food and shelter for the wife and children. There is no sportsmanship in such a sacrifice as that.

It may be said, that as the award gave no assurance of re-employment, they should have applied elsewhere for work and thus protect their families and themselves from want. But where COULD they go? Is not the story of the coal industry also the story of every other line of industrial inactivity with its surplus labor? When the grim spectre of hunger and want faces a community of 12,000 idle men and their families, it is far better to meet

the issue with some of the milk of human kindness than to expect such a poverty stricken mass to act according to the ethics of "sportsmanship."

The old Welsh poet dramatically describes a similar scene of poverty when he said,

"Edyych yn y drych hwn dro
A ddyry galon graig i wylo.
Pan yn rhanu anghen un
Rhwng y naw."

Translated:- "To glance in this mirror of poverty and see the wants of one divided between the family of nine, is enough to dissolve a heart of stone."

Had the coal companies been able to re-employ a large per cent of the strikers immediately after the award instead of about 2 per cent, the atmosphere of poverty would have been dispelled and the hopes generated by a full or fuller stomach would have made for a more contented submission to their defeat. But when confronted with the realization of no immediate re-employment,- the suspension of all organization relief,- and no other place to turn for help, their helplessness became the helplessness of despair. In such a dilemma there is little ability to play the game according to "sportsmans' rules." On the contrary, there is every temptation to develop some of our primal traits of self needs when starving wives and children are crying for bread.

It is only in the light of such unfortunate environments that any one could momentarily, in the slightest degree, condone Mr. Van Bitner's unfortunate and most unwise method of expressing his indignation with the Governor's award in his Blocton speech. Mr. Van Bitner's record as a constructive trades unionist prior to that speech had been a creditable one, but on the Blocton platform in particular, he alienated the independent public opinion of Albama and created the impressions of an industrial creed that lowered the standing of the U. M. W. of A. that will take somes years to eradicate.

Apart from the burning of the organization bridges by the Blocton speech Mr. Bitner did more harm to the strikers' interests by alienating any sympathy for the applauding hearer in the way of possible re-employment, so that Mr. Bitner's conduct in his capacity as leader cannot be condoned and will not soon be forgotten. Mr. Bitner's official connection with Alabama has, however, been completely severed.

On the other hand, the conduct of the local leaders of the U. M. W. of A. although they did not approve the Van Bitner speech, is no better so far as restoration of friendly relations between the employers and their striking employees is concerned.

It is openly charged, and the charge is sustained by reliable evidence, that a committee of conservative operators met three or four of the Alabama officials of the U. M. W. of A. and arranged for a modified continuation of the War Fuel Administration working agreement which insured collective bargaining, etc., but no union recognition. Each side was to work for

ratification,- but the local union officials misinterpreted the action of the operators' committee and took the first opportunity to betray the confidences repesed in them and openly advocated a strike to enforce recognition, now that the operators had gone so far. This breach of confidence and exposure of unmatured plans upset and disgusted the operators and laid the foundation for the bitterest of strikes that Alabama has ever known.

The Department of Labor was created to safeguard the welfare of the workers of the United States and aid in advancing their opportunities for profitable employment and to improve working conditions.

In its endeavor to fulfill this function it must do so with due regard to the interests of employer as well as employee. In other words, it must as readily disapprove an unfair demand of labor as that of the employer, and while it has no direct judicial powers, nevertheless as the clearing house for labor's welfare, it must often function in an advisory, judicial sense, between the claims and counter claims of employer and employee.

A friend is only a friend indeed, when he disagrees when disagreement is to the best interest of his friend.

This is what the Department of Labor is to Labor.

We are confronted with the difficulty of finding employment for the idle miners due to the development of a serious slump in the coal trade since January this year; while the iron and steel industries have been waning for several months shown as follows:

Coke production first 4 mo.	1920	737,000 tons
" " " " "	1921	155,000 tons

Furnaces in blast have been reduced from 39 to 8 and as each furnace gives employment to about 900 coal and iron ore miners, coke workers, R. R. crews and furnace operating force, it will be appreciated that this slump in the iron and allied industries indicates a reduction of about 27,000 men in the district.

The natural sequence of this situation is reflected in coal production since the peak was reached last January when the average weekly production was

January	320,000 tons
February	255,000 tons
March	198,000 tons
April	185,000 tons

This condition has closed 20% of the mines operating in January. 40% are working only 2 days per week and 40% three or four days. This work is distributed among the men who did not go out on strike and the men employed

to fill the place of the strikers. Under these conditions the companies feel that the loyalty of these men should be rewarded by the opportunity to work now that it is so limited.

As a result of these general conditions of unemployment there has been a large exodus of idle able-bodied men, so that the number of families bordering on the danger line of what is now about 1,500 as per a survey completed last week by a non-partisan committee of public spirited men with Colonel T. O. Smith as chairman.

Since the withdrawal of the U. M. W. of A. relief rations, the principal aid to the unemployed families has come from the State Federation of Labor, Salvation Army, Red Cross, etc.

Colonel Smith's report or survey published last Sunday has enlisted the cooperation of the entire press and all charitable activities of the state, so that the danger of real suffering will soon be removed.

The Department of Labor, however, has a duty that it can perform which neither strikers or any labor organizations can do and that is to help in placing or replacing many of the strikers in their former jobs when the opportunity presents itself as the coal trade and iron trade improves. Its representatives in Birmingham is persona grata with all employers and thirty years of elbow touch with the miners, etc., enables him to know what cases require first attention and where their best opportunity lies.

Respectfully submitted:

Commissioner of Conciliation.

5M—8-20—C.P.CO.

G. B. McCORMACK, PRESIDENT
EF[illegible] RAMSAY, [illegible]IRST VICE-PRESIDENT
H. E. McCORMACK, VICE-PRES. & GEN'L MGR.
J. A. SHOOK, SECRETARY & TREASURER

PRATT CONSOLIDATED COAL COMPANY
GENERAL OFFICES AMERICAN TRUST BUILDING

BIRMINGHAM, ALA.,

MEMORANDUM OF AGREEMENT -- RUBY MINES.

Entered into by and between Pratt Consolidated Coal Company, party of the first part and their employees, party of the second part:

Party of the first part agrees to pay party of the second part the wages awarded by the commission appointed by President Wilson for the purpose of determining the increase of wages which the mine workers were entitled to, as follows:

FIRST: An increase of twenty-four (24¢) cents per ton for mining run of mines coal; an increase of twenty (20%) percent in all day labor rates; an increase of twenty (20%) percent on all yardage, deadwork and room turnings; all of which increases are to be applied on the existing rates effective October 31st, 1919.

SECOND: This contract is based upon an eight hour work day. It is definitely understood that this shall mean eight hours work at the face, exclusive of the noon time, and all day labor, necessary for the transporting and dumping of coal that may be in transit at quitting time, shall continue working until such coal is loaded on railroad cars, it being understood that no more than one half hour may be required for this work, which will be performed by the necessary day labor involved, without additional compensation.

THIRD: That the Coal Company recognizes the right of its employees to join any union, labor organization, or society they may choose, and agree that they shall not be discriminated against in the distribution of work for having joined such organization, providing always that in their affiliation and in the conduct of the organization nothing is done to disturb the relations existing between employer and employee by methods of intimidation or coercion, and provided that employees joining any organization recognize the right of each employee to join or not as he may individually decide, and also recognize the right of the Company to insist that no employee shall use the Company's time for any purpose other than that for which he is paid and that he must not interfere with the operation of the mine or knowingly do that which will reduce the output.

The right of the men to meet in peaceful assemblage shall not be interfered with or abridged.

5M—8-20—C.P.CO.

G. B. McCORMACK, PRESIDENT
F. SKENE RAMSAY, FIRST VICE-PRESIDENT
H. E. McCORMACK, VICE-PRES. & GEN'L MGR.
J. A. SHOOK, SECRETARY & TREASURER

PRATT CONSOLIDATED COAL COMPANY

GENERAL OFFICES AMERICAN TRUST BUILDING

BIRMINGHAM, ALA.,

Fourth: There shall be a mine committee composed of three mine employees from each mine, which shall be selected by the employees at the mine, after written notice stating the place and time of meeting has been posted at the tipple or tippled at least three days prior to the date of such meeting, and similar notice shall be posted three days prior to the subsequent election of any mine committee.

FIFTH: The duties of the mine committee shall be confined to the adjustment of disputes between employer and employees which may arise from time to time in and around the mine.

SIXTH: It is agreed that if any difference arises between an employee and the employer in or about the mines, an attempt shall be made to adjust the same with the boss by the person or persons affected. If no adjustment is reached, the question shall be referred to the Mine Foreman and Mine Committee. If they fail to agree, it shall be taken up with the Mine Superintendent by the Mine Committee. Failing of adjustment, the Mine Committee shall take up the question at issue with the General Manager of the Company, and if they fail to make a satisfactory adjustment, the Mine Committee and the General Manager of the Company shall name and agree on a third party, who shall act as arbitrator and whose decision shall be rendered within five days and shall be final and binding upon both parties. *

SEVENTH: The Mine Committee shall not take up any grievance during work hours unless absolutely necessary.

EIGHTH: There shall be no stoppage of work pending settlement of disputes.

NINTH: It is agreed that the miners may have a check-weighman on the tipple to see that their coal is properly weighed and accredited to them, selected as required by law.

TENTH: The rules of the Company shall provide for a square turn in the distribution of cars. The operator and his superintendent and his mine foreman shall be respected in the management of the mine and direction of the working force. The authority to hire or discharge shall be vested in the mine superintendent or mine foreman.

ELEVENTH: Explosives shall be furnished the miners at cost, which is to include handling, transportation and insurance,

5M--8-20--C.P.CO.

G. B. McCORMACK, PRESIDENT
E. KIRKE RAMSAY, FIRST VICE-PRESIDENT
H. E. McCORMACK, VICE-PRES. & GEN'L MGR.
J. A. SHOOK, SECRETARY & TREASURER

PRATT CONSOLIDATED COAL COMPANY

GENERAL OFFICES AMERICAN TRUST BUILDING

BIRMINGHAM, ALA.,

TWELFTH: All rules, regulations and practices in effect October 31, 1919, shall continue without change except as they may be affected by this agreement.

THIRTEENTH: The semi-monthly pay day shall be continued.

FOURTEENTH: The provisions of this contract shall be in effect from the first day of April, 1920, to the 31st day of March, 1922.

FIFTEENTH: The award of the Commission as to house rent and coal is to be put into effect.

SIXTEENTH: Provided that if the Commission referred to should decide that the day men be paid $1.00 per day instead of 20%, the Coal Company will put the same in effect.

Signed on the part of the Pratt Consolidated Coal Company:

(Signed) H. E. McCormack, Gen'l Mgr.

Signed on the part of the Mine Committee:

(Signed) J. B. Moranz
" J. E. Brewer
" Paul McClain
" Loon Dockery

Ruby Mine, Ala.,
June 11, 1920.

I certify the above to be a true and correct copy of the contract signed by the Pratt Consolidated Coal Company and the Committee appointed by their employees and authorized to sign same, at Ruby Mines on June 11, 1920.

Annie Perkovitz

Sworn to and subscribed before me this 10th day of September, 1920.

Notary Public.

May 24, 1921.

My dear Mr. President:

I am sending you herewith a memorandum on the situation in the Alabama coal strike. For your convenience, I have had this report of Mr. Hywel Davies, Commissioner of Conciliation, who was assigned to this matter, briefed in a few words and attached at the beginning.

Faithfully yours,

Exact copy as signed by James J. Davis

Mailed 5 24 By

Secretary.

The President,
The White House.

C-H

May 23, 1921.

Mr. J. R. Kennamer, President,
District 20, U. M. W. of A.,
913 Farley Building,
Birmingham, Alabama.

My dear Mr. Kennamer:

I have your letter of May 21st, regarding the Alabama situation.

This is to advise that a report on same has been sent to your National President, Mr. John L. Lewis, who no doubt will communicate the contents to you, as it defines the findings of the Department to date.

Very truly yours,

Exact copy as signed by James J. Davis
Mailed 5-23 By acc

Secretary.

MD:MSH

J. R. KENNAMER, PRESIDENT
913-14 FARLEY BUILDING
BIRMINGHAM, ALABAMA

Cond

PHONE MAIN 249
RES. PHONE WOODLAWN 795

OFFICE OF THE PRESIDENT

United Mine Workers of America

DISTRICT TWENTY

MAY 24
SECRETARY'S OFFICE

Birmingham, Ala.

May 21, 1921.

MAY 28 '21
CHIEF CLERK
DEPT. OF LABOR.

Honorable James J. Davis,
Secretary of Labor,
Washington, D. C.

My dear Mr. Davis;-

I beg to call your attention to the conditions in the Alabama Coal Mining Field known as the Birmingham District, which includes the whole state of Alabama.

I feel sure you are somewhat familiar with the recent strike in this district, and feel sure that you do not approve of the tactics and unfair methods that were used by the Coal Operators and big Business Industries, in attempting to completely destroy the Mine Workers Organization.

During the strike from September 1920 to February, 1921, the whole power of the State Govemmentwas thrown against the workers to crush their efforts to obtain decent conditions and the right to organize. The Governor called out the State Militia, who dominated the district during the strike. Mass Meetings were forbidden when the Militia was first called out, and later, local union meetings were forbidden, depriving the men of discussing any business or meeting to consider any communication or advice that was sent out from the National or District headquarters.

I feel it would be useless for me to discuss the system that was practiced by the Militia in borw-beating and intimidating the miners and on the conditions that now exist in the district.

The miners throughout the district have urged me to do everything in my power to secure a Federal Investigation of the entire matter, that the outside world might know the true facts as they existed during the strike, and the attitude of the Operators at the present time.

J. R. KENNAMER, PRESIDENT
913-14 FARLEY BUILDING
BIRMINGHAM, ALABAMA

PHONE MAIN 249
RES: PHONE WOODLAWN 795

OFFICE OF THE PRESIDENT

United Mine Workers of America

DISTRICT TWENTY

Birmingham, Ala.

I am herewith appealing to you, if it is possible for you to do so, to have a thorough investigation made, and when the investigation is completed, have it published that the public at large may have all the information, that they may be in a position to pass judgement on who was right and who was wrong and what brought about the controversy in Alabama.

I appreciate very much, your recently having sent Mr. Davies to Alabama. Mr. Davies and I are warm friends. I presume that his investigation was strictly for the Department of Labor , and I know that the short time Mr. Davies spent here, he did not have time to go into all of the details and facts pretaining to the Miners' Strike .

Trusting that you will give this matter favorable consideration, I am,

Sincerely yours,

J. R. Kennamer.

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT
EVANS BUILDING
1413 NEW YORK AVENUE
WASHINGTON, D. C.
TELEPHONE: MAIN 6600

TELEGRAM

DELIVERY NO.

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram). 18—50887

1- BM C 427NL 69 extra

683

Birmingham ala feb 13 1921

Oscar W Underwood, U S Seante Washn DC

The labor trouble here is no longer an issue between the coal operators of this district and some of their employees the production of coal now exceeds the demand and all mines have more men than they can use we would now have industrial peace but for a small number of labor agitators who are being kept here and supplied with funds by the United Mine Workers of America having failed in their purpose by lawful means they now urge the radical element among the miners to law violation and to prevent the latt -er our governor is wisely keeping state soldiers on duty for several weeks the only issue has been and now is one between these agitators and our state authorities as to whether our laws shall be obeyed and our stat -e government upheld or our laws ruthlessly and openly violated one willi -am C Liller representing himself to be a conciliator of the federal labo -r department and claiming to have been sent here by that department has been in this district for many weeks and now in a formal statement given to the newspapers openly attacks our governor and encourages the violation of ours laws as citizens of alabama disassociated from the coal industry and having no part in the issue which formerly existed between our coal operators and some of their employees we resent this attack upon our ~~government~~ governor and as citizens of the united states we bow our heads with shame at the sight of a person such as Liller abroad in our land with credentials carrying the weight of authority of our great federal government openly and publicly attac -king the man elected by the people to the highest office in the state as

POSTAL TELEGRAPH — COMMERCIAL CABLES
CLARENCE H. MACKAY, PRESIDENT
TELEGRAM
DELIVERY NO.
ED AT
BUILDING
K AVENUE
TON, D. C.
ONE: MAIN 6600
Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.
This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram). 18—50887

2nd sheet. Underwood

american citizens now burdened with heavy federal taxes we bitterly resent and vigorously protest against our money being used to pay the salary and expenses of such a character as Liller and respectfully reques -t and urge you to make our feeling known to the President of the United States and to do all in your power toward seeing that Liller is removed f -rom our government service same to ~~xxxxxx~~ senator Helfin and congressman Oliver

J D Kirkpatrick

E H Andrews, Henry R Howze, George B Ward, J L Yancey, John B Rosenstihl, Arthur A Adams, M P Northington, Eugene L Brown, H G Seibels, I F Young, Walter B Fowlkes, Middleton S Barnwell, TOM M McClellan, S E Thompson, Frank B Fowlkes Frank Nabers, E H Cabaniss, W D Tynes, Dan B Dimick, Otto Marx, Leo K Steiner, W W Crawford, Tom O Smith, Benjamin Leader.

FEDERAL AGENT'S ATTACK ON KILBY GETS QUICK REPLY

CRITICIZES KILBY FOR STATEMENT STRIKE SITUATION

Liller, Federal Conciliator, Considers Governor's Action Unjust to Miners. Goes to Washington

William C. Liller, United States commisssioner of conciliation, prior to return to Washington, where, it is understood ,he will confer with federal officials again with regard to the mine strike in Alabama, has given out a statement severely critical of Governor Kilby and the mine operators' committee.

He declares that the governor's statement issued yesterday "is ill-advised. It was made against the counsel and wishes of some of his best friends." He adds: "The facts are the governor either does not fully understand the situation or he is prejudiced."

Mr. Liller goes on to point out that the Alabama operators were not party to the bituminous coal agreement. To this he attributes the strike. His statement follows:

LILLER'S STATEMENT

"Governor Kilby's statement is ill-advised. It was made against the counsel and wishes of some of his best friends.

"The facts are that the governor either does not fully understand the situation, or he is prejudiced.

"The public has a right to know the cause of the strike, who is responsible for the present 'intolerable' situation, why the strike has not been ended and what the true conditions are today.

"Governor Kilby says in his statement, among other things, that the 'real cause of the strike is the simple recognition by the operators of the union known as the United Mine Workers of America.'

"The facts are that the Alabama coal opertaors refused to participate in the hearings before the bituminous coal commission at Washington and to accept its recommendations for a wage increase. This resulted in the strike, and subsequently the question of 'union recognition' and other demands were injected.

"However, the governor fully knows that the matter of 'union recognition' was waived, in writing, on the part of the mine workers' officials as an evidence of their good faith in helping to bring about a settlement. The governor has had this statement in his possession.

"For several months past, prominent citizens of Alabama and others have been urging the President of the United States, members of Congress, cabinet officers and others to secure some action on the Alabama coal strike because Governor Kilby either could not or would not do anything to bring about a settlement.

"As a result, early in November, I was instructed to come to Birmingham and see what, if anything, could be done to bring about a settlement.

"Upon my arrival I learned that Governor Kilby had left the state and gone

(Continued on page nine)

LILLER IS INTENSE PARTISAN OF UNION SAYS DEBARDELEBEN

Deserves to Be Promptly Recalled and Stripped of Employment for Giving Out Interview

"If William C. Liller is a government conciliator he deserves to be promptly recalled and stripped of his employment for giving out this interview," said Charles F .DeBardeleben last night in a formal statement in reply to that issued earlier in the day by the representative of the department of labor.

"Instead of breathing conciliation," continued Mr. DeBardeleben, "it speaks defiance to the governor of Alabama, charges him with being either misinformed or prejudiced, is full of false statements and conclusions and shows clearly that instead of being a just mediator he is intensely a union partisan.'

Mr. DeBardeleben's statement reads as follows:

"The statement of William C. Liller attacking the governor of Alabama and giving his views of the present situation in the mining district is of itself the best proof that could be furnished of the wisdom of the coal operators of Alabama in refusing to accept Mr. Liller's services as conciliator or mediator.

'In November, 1919, the present strike in Alabama began, following the national call, which was in itself a repudiation of the national agreement made by the union and which was characterized by President Wilson as being both illegal and immoral.

"In May, 1920, the union selected mines in the domestic coal fields as their theatre for a more ambitious strike than the one begun in November, it being their purpose, by depriving the state of its domestic coal supply, to freeze the people and thus force the operators into subjection to their demands.

BY UNANIMOUS VOTE

"The committee representing the coal operators of Alabama was appointed during the summer of 1920. This committee was selected by the unanimous vote of the operators whom they represent and who compose more than 90 per cent of the coal tonnage of Alabama, and who include many operators not members of the Coal Operators' association, the committee being entirely independent of this association. Since the appointment of this committee—Mr. Liller to the contrary notwithstanding—it has had the whole-hearted and unanimous support of all of the operators whom they have represented.

Mr. Liller's statement that the cause of the strike was the failure of the Alabama coal operators to accept the recommendations of the bituminus coal commission at Washington for a wage increase is untrue. The operators of Alabama accepted the recommendations of the coal commission for the wage increase, put the increases into force and effect, and are now abiding by these increases, although wages in all parts of the country in all other lines of industry

(Continued on page nine)

CRITICIZES KILBY FOR STATEMENT STRIKE SITUATION

(Continued from Page Five)

to Mexico, so it was impossible to cooperate with him, at that time.

HAD CONFERENCES

"I had several conferences with the leading coal operators and representatives of the miners' organization and soon discovered there was little prospect for settlement. However, I was encouraged to believe that if the question of 'union recognition' could be eliminated there might be some possibility of bringing the strike to an end. With this end in view, several of the leading coal operators of Alabama sought to get the operators to agree to an arrangement which virtually established so-called 'open shop' conditions, accorded the miners the right to organize or join the miners' union if they so desired and provided machinery for the settlement of disputes between the operators and their employes at their respective mines. In the meantime, I had succeeded in getting the mine workers' officials to agree to such an arrangement, if the operators would so do.

"The matter was finally brought before a meeting of the operators' association, and rejected, largely through the efforts of the operators' committee, consisting of James Bonnyman, chairman; Charles F. DeBardeleben, Frank Nelson, Jr., Frank G. Morris and George F. Peters.

"This committee took the position and made the same statements to me then that the governor now makes in his announcement.

"The facts are that this small group of men have created conditions in their respective mines that are satisfactory to themselves and enable them to operate their mines advantageously and sell coal at a big profit, while other mines were either idle or operating at great expense with inexperienced labor. They are dominating the situation and determined to prevent any kind of settlement. Not only that, they have expressed their determination to 'fight to the bitter end' and 'keep up the fight until the mine workers' organization is driven out of Alabama.'

"These are the men who are responsible for the situation and the men who have prevented and are preventing a settlement of the Alabama coal strike.

"I believe at least 75 per cent of the coal operators of Alabama have been ready and willing to end the strike on the basis above suggested but the fighting coal operaters' committee prevents them from doing so.

INCONSISTENCY

"If any proof were needed to show the inconsistency of the operators' committee it will be found in their letter to Governor Kilby, under date of September 6, wherein they say: 'The absolute right of the workers to organize or not as they see fit, and the equal right of the employers to maintain an open shop if they see fit, are so universally recognized that we do not suppose the commission would undertake any recommendations to the contrary.' This is just what was proposed and exactly what they prevented from being carried out under the arrangement submitted.

"Failing to make any further progress, I returned to Washington and made a thorough report on the situation.

"A few weeks later I was directed to return to Alabama and make another effort to help bring the strike to an end.

"On January 17 I called on the governor, by appointment, with a view of enlisting his co-operation and support in helping to bring the strike to an end.

"I very frankly told the governor the real situation as I had learned to understand it from eevry angle and my personal observations and visits to numerous mining camps. I told him that it was useless to try to get anywhere or do anything with the fighting operators' committee, but had reasons to believe that if he would take the matter up with individual operators, that fully 75 per cent would agree to the plan submitted last November.

"After some days the governor replied that he had received 'the answer of the committee of coal operators to the proposal submitted January 24. It was a flat refusal.'

TO BITTER END

"The facts are that the operators' committee defiantly announce their determination to wage a fight to the 'bitter end' and 'until the last vestige of unionism is driven from the coal fields of Alabama.' This campaign of attempted extermination of the miners' union is as cruel as it is idiotic, because contractual relations now exist between the miners' organization and a number of Alabama operators.

"To further emphasize their incoherency and disclose the autocratic and arbitrary polices inaugurated by them it may be well to mention that they are willing that so-called 'labor agitators' and 'foreigners' come here to come

organize the miners into unions or a ciations, or interfere with their busin but reserve unto themselves the righ dictate and set up policies and rules the operation of mines controlled other operators, and say to them, fect: 'You, Mr. Operator, must run mintes our way or we will see that do not run at all.'

"My only interest in this matter, at times, has been to exert my best eff and influence toward bringing abou settlement, and I am grateful to th patriotic and public-spirited gentlem who have so zealously sought to aid bringing the strike to an end.

"I have no quarrel with the govern I only regret that he did not state b versions of the controversy.

"I still maintain that the coal min strike in Alabama can be settled, not through the fighting operators' co mittee which, I believe, misrepresents real sentiment and wishes of many the coal operators.

TEMPER AND FEELINGS

"Certainly, the governor does not derstand the temper and feelings of striking miners in the outlying distric If he did, I am sure he would not su gest the 'immediate withdrawal fr Alabama of the leaders of the Unit Mine Workers of America and other bor agitators from other states,' coupl with the statement that 'unfortunate there is no law on the statute books force the adoption of either plan,' whi might be construed by some hot-head individuals as a suggestion to take t law into their own hands and see th these men are driven out of the state.

"My understanding is that in coal mi ing strikes in Alabama in the past th was done. If I correctly interpret t sentiments and feelings of the mine throughout the district with whom I ha frequently conferred, such harsh and e treme methods could have but one r sult, and that is, lead to civil war.

"Whatever results may follow fro Governor Kilby's statement, the respons bility must rest wholly and solely wi him.

"It is true that more coal is bei mined than is needed, but that is becau there is no demand for it on account the general industrial depression. T fact remains that hundreds of mine who were procured at great expense take the striking miners' places are b ing laid off or discharged because the is no work for them to do."

LILLER IS INTENSE PARTISAN OF UNION, SAYS DEBARDELEBE

(Continued From Page Five.)

are being reduced daily and almo hourly.

"The only grievance presented to the union in May,

ERAL AGENT'S ACK ON KILBY TS QUICK REPLY

KILBY TEMENT SITUATION

l Conciliator, vernor's Ac- to Miners. Washington

Liller, United sioner of con- to return to here, it is un- ll confer with again with re- e strike in Ala- n out a state- ritical of Gov- l the mine op- tee.

e governor's state- y "is ill-advised. It counsel and wishes friends." He adds: overnor either does the situation or he

to point out that rs were not party al agreement. To strike. His state-

ATEMENT

statement is ill- against the coun- some of his best

hat the governor understand the sit- udiced.

right to know the who is responsible olerable' situation, ot been ended and ons are today.

s in his statement, hat the 'real cause mple recognition by nion known as the of America.'

the Alabama coal participate in the uminous coal com- r and to accept its a wage increase. strike, and subse- of 'union recogni- ds were injected.

ernor fully knows union recognition' ng, on the part of fficials as an evi- faith in helping lement. The gov- statement in his

s past, prominent and others have resident of the bers of Congress, others to secure e Alabama coal rnor Kilby either ot do anything to ment.

y in November, I e to Birmingham ything, could be a settlement.

learned that Gov- the state and gone

page nine)

LILLER IS INTENSE PARTISAN OF UNION SAYS DEBARDELEBEN

Deserves to Be Promptly Recalled and Stripped of Employment for Giving Out Interview

"If William C. Liller is a government conciliator he deserves to be promptly recalled and stripped of his employment for giving out this interview," said Charles F .DeBardeleben last night in a formal statement in reply to that issued earlier in the day by the representative of the department of labor.

"Instead of breathing conciliation," continued Mr. DeBardeleben, "it speaks defiance to the governor of Alabama, charges him with being either misinformed or prejudiced, is full of false statements and conclusions and shows clearly that instead of being a just mediator he is intensely a union partisan.'

Mr. DeBardeleben's statement reads as follows:

"The statement of William C. Liller attacking the governor of Alabama and giving his views of the present situation in the mining district is of itself the best proof that could be furnished of the wisdom of the coal operators of Alabama in refusing to accept Mr. Liller's services as conciliator or mediator.

'In November, 1919, the present strike in Alabama began, following the national call, which was in itself a repudiation of the national agreement made by the union and which was characterized by President Wilson as being both illegal and immoral.

"In May, 1920, the union selected mines in the domestic coal fields as their theatre for a more ambitious strike than the one begun in November, it being their purpose, by depriving the state of its domestic coal supply, to freeze the people and thus force the operators into subjection to their demands.

BY UNANIMOUS VOTE

"The committee representing the coal operators of Alabama was appointed during the summer of 1920. This committee was selected by the unanimous vote of the operators whom they represent and who compose more than 90 per cent of the coal tonnage of Alabama, and who include many operators not members of the Coal Operators' association, the committee being entirely independent of this association. Since the appointment of this committee—Mr. Liller to the contrary notwithstanding—it has had the whole-hearted and unanimous support of all of the operators whom they have represented.

Mr. Liller's statement that the cause of the strike was the failure of the Alabama coal operators to accept the recommendations of the bituminus coal commission at Washington for a wage increase is untrue. The operators of Alabama accepted the recommendations of the coal commission for the wage increase, put the increases into force and effect, and are now abiding by these increases, although wages in all parts of the country in all other lines of industry

(Continued on page nine)

CRITICIZES KILBY FOR STATEMENT STRIKE SITUATION

(Continued from Page Five)

to Mexico, so it was impossible to cooperate with him, at that time.

HAD CONFERENCES

"I had several conferences with the leading coal operators and representatives of the miners' organization and soon discovered there was little prospect for settlement. However, I was encouraged to believe that if the question of 'union recognition' could be eliminated there might be some possibility of bringing the strike to an end. With this end in view, several of the leading coal operators of Alabama sought to get the operators to agree to an arrangement which virtually established so-called 'open shop' conditions, accorded the miners the right to organize or join the miners' union if they so desired and provided machinery for the settlement of disputes between the operators and their employes at their respective mines. In the meantime, I had succeeded in getting the mine workers' officials to agree to such an arrangement, if the operators would so do.

"The matter was finally brought before a meeting of the operators' association, and rejected, largely through the efforts of the operators' committee, consisting of James Bonnyman, chairman; Charles F. DeBardeleben, Frank Nelson, Jr., Frank G. Morris and George F. Peters.

"This committee fook the position and made the same statements to me then that the governor now makes in his announcement.

"The facts are that this small group of men have created conditions in their respective mines that are satisfactory to themselves and enable them to operate their mines advantageously and sell coal at a big profit, while other mines were either idle or operating at great expense with inexperienced labor. They are dominating the situation and determined to prevent any kind of settlement. Not only that, they have expressed their determination to 'fight to the bitter end' and 'keep up the fight until the mine workers' organization is driven out of Alabama.'

"These are the men who are responsible for the situation and the men who have prevented and are preventing a settlement of the Alabama coal strike.

"I believe at least 75 per cent of the coal operators of Alabama have been ready and willing to end the strike on the basis above suggested but the fighting coal operators' committee prevents them from doing so.

INCONSISTENCY

"If any proof were needed to show the inconsistency of the operators' committee it will be found in their letter to Governor Kilby, under date of September 6, wherein they say: 'The absolute right of the workers to organize or not as they see fit, and the equal right of the employers to maintain an open shop if they see fit, are so universally recognized that we do not suppose the commission would undertake any recommendations to the contrary.' This is just what was proposed and exactly what they prevented from being carried out under the arrangement submitted.

"Failing to make any further progress, I returned to Washington and made a thorough report on the situation.

"A few weeks later I was directed to return to Alabama and make another effort to help bring the strike to an end.

"On January 17 I called on the governor, by appointment, with a view of enlisting his co-operation and support in helping to bring the strike to an end.

"I very frankly told the governor the real situation as I had learned to understand it from eevry angle and my personal observations and visits to numerous mining camps. I told him that it was useless to try to get anywhere or do anything with the fighting operators' committee, but had reasons to believe that if he would take the matter up with individual operators, that fully 75 per cent would agree to the plan submitted last November.

"After some days the governor replied that he had received 'the answer of the committee of coal operators to the proposal submitted January 24. It was a flat refusal.'

TO BITTER END

"The facts are that the operators' committee defiantly announce their determination to wage a fight to the 'bitter end' and 'until the last vestige of unionism is driven from the coal fields of Alabama.' This campaign of attempted extermination of the miners' union is as absurd as it is idiotic, because contractual relations now exist between the miners' organization and a number of Alabama operators.

"To further emphasize their inconsistency and disclose the autocratic and arbitrary polices inaugurated by them, it may be well to mention that they are unwilling that so-called 'labor agitators' and 'foreigners' come here to counsel and organize the miners into unions or associations, or interfere with their business,' but reserve unto themselves the right to dictate and set up policies and rules for the operation of mines controlled by other operators, and say to them, in effect: 'You, Mr. Operator, must run your mintes our way or we will see that they do not run at all.'

"My only interest in this matter, at all times, has been to exert my best effort and influence toward bringing about a settlement, and I am grateful to those patriotic and public-spirited gentlemen who have so zealously sought to aid in bringing the strike to an end.

"I have no quarrel with the governor. I only regret that he did not state both versions of the controversy.

"I still maintain that the coal miners' strike in Alabama can be settled, but not through the fighting operators' committee which, I believe, misrepresents the real sentiment and wishes of many of the coal operators.

TEMPER AND FEELINGS

"Certainly, the governor does not understand the temper and feelings of the striking miners in the outlying districts. If he did, I am sure he would not suggest the 'immediate withdrawal from Alabama of the leaders of the United Mine Workers of America and other labor agitators from other states,' coupled with the statement that 'unfortunately there is no law on the statute books to force the adoption of either plan,' which might be construed by some hot-headed individuals as a suggestion to take the law into their own hands and see that these men are driven out of the state.

"My understanding is that in coal mining strikes in Alabama in the past this was done. If I correctly interpret the sentiments and feelings of the miners throughout the district with whom I have frequently conferred, such harsh and extreme methods could have but one result, and that is, lead to civil war.

"Whatever results may follow from Governor Kilby's statement, the responsibility must rest wholly and solely with him.

"It is true that more coal is being mined than is needed, but that is because there is no demand for it on account of the general industrial depression. The fact remains that hundreds of miners who were procured at great expense to take the striking miners' places are being laid off or discharged because there is no work for them to do."

LILLER IS INTENSE PARTISAN OF UNION, SAYS DEBARDELEBEN

(Continued From Page Five.)

are being reduced daily and almost hourly.

"The only grievance presented by the union in May, 1920, was the refusal of operators to sign what is known as the [illegible] contract; and at this time, eight months late, and that there was nothing to mediate and no basis for conciliation along the lines suggested by him. Before leaving Alabama on his first visit, he submitted to the operators a proposition substantially the same as the contract known as the Ruby contract, which contract had previously been openly violated by the union and rejected after they had solemnly entered into it. This proposition was presented at a called meeting of the operators of Alabama, more largely attended than any meeting that has been held at any time by the Alabama operators. After a full discussion of this proposition it was rejected by the unanimous vote of all the operators present, representing over 90 per cent of the tonnage of coal in Alabama.

"This fact alone is sufficient answer to Mr. Liller's statement that the strike is due to the action of what he terms the 'fighting committee,' and that it could be settled except for the membership of this committee. He insinuates very strongly that this committee is composed of men who do not work union labor, who have made tremendous profits and who desire to prolong the strike in order to continue these profits at the expense of other operators not so fortunately situated. The insinuation is absolutely and unqualifiedly false.

ATTITUDE OF COMMITTEE

"The writer is the only member of the committee whose company has never had in existence at any of its operations a local of the United Mine Workers of America. He is proud of the fact that through this policy his company has a record of never having had labor disturbances or a shutdown on account of complaints of employes. Since 1908, when this policy was established by this company, while mines all over the United States were idle, our mines have operated on full time and with good feeling between employer and employe. Instead of profiteering our company has paid as high wages as have been paid in the district, and has, without question, put into operation every recommendation made by the bituminous coal commission, and has adhered strongly to the principle of not charging high prices for its coal, following scrupulously the schedule of prices allowed by the fuel administration for the sale of its output, which was determined after a full investigation by the government of our cost sheets.

"The other four members of the committee represent companies which have always heretofore adhered to open shop principle, and

...Washington

m C. Liller, United ommisssioner of con- prior to return to ton, where, it is un- ,he will confer with fficials again with re- he mine strike in Ala- as given out a state- erely critical of Gov- lby and the mine op- committee.

s that the governor's state- yesterday "is ill-advised. It gainst the counsel and wishes His best friends." He adds: are the governor either does derstand the situation or he ."

goes on to point out that operators were not party minous coal agreement. To ibutes the strike. His state- :

ER'S STATEMENT

Kilby's statement is ill- was made against the coun- shes of some of his best

s are that the governor not fully understand the sit- e is prejudiced.

c has a right to know the strike, who is responsible sent 'intolerable' situation, ke has not been ended and e conditions are today.

Kilby says in his statement, things, that the 'real cause is the simple recognition by of the union known as the Workers of America.'

are that the Alabama coal used to participate in the re the bituminous coal com- Washington and to accept its ions for a wage increase. in the strike, and subse- question of 'union recogni- er demands were injected.

the governor fully knows tter of 'union recognition' in writing, on the part of rkers' officials as an evi- ir good faith in helping t a settlement. The gov- d this statement in his

l months past, prominent Alabama and others have the President of the s, members of Congress, ers and others to secure on the Alabama coal e Governor Kilby either would not do anything to a settlement.

lt, early in November, I d to come to Birmingham t, if anything, could be about a settlement.

rrival I learned that Gov- ad left the state and gone

ued on page nine)

Interview

"If William C. Liller is a government conciliator he deserves to be promptly recalled and stripped of his employment for giving out this interview," said Charles F .DeBardeleben last night in a formal statement in reply to that issued earlier in the day by the representative of the department of labor.

"Instead of breathing conciliation," continued Mr. DeBardeleben, "it speaks defiance to the governor of Alabama, charges him with being either misinformed or prejudiced, is full of false statements and conclusions and shows clearly that instead of being a just mediator he is intensely a union partisan.'

Mr. DeBardeleben's statement reads as follows:

"The statement of William C. Liller attacking the governor of Alabama and giving his views of the present situation in the mining district is of itself the best proof that could be furnished of the wisdom of the coal operators of Alabama in refusing to accept Mr. Liller's services as conciliator or mediator.

'In November, 1919, the present strike in Alabama began, following the national call, which was in itself a repudiation of the national agreement made by the union and which was characterized by President Wilson as being both illegal and immoral.

"In May, 1920, the union selected mines in the domestic coal fields as their theatre for a more ambitious strike than the one begun in November, it being their purpose, by depriving the state of its domestic coal supply, to freeze the people and thus force the operators into subjection to their demands.

BY UNANIMOUS VOTE

"The committee representing the coal operators of Alabama was appointed during the summer of 1920. This committee was selected by the unanimous vote of the operators whom they represent and who compose more than 90 per cent of the coal tonnage of Alabama, and who include many operators not members of the Coal Operators' association, the committee being entirely independent of this association. Since the appointment of this committee—Mr. Liller to the contrary notwithstanding—it has had the whole-hearted and unanimous support of all of the operators whom they have represented.

Mr. Liller's statement that the cause of the strike was the failure of the Alabama coal operators to accept the recommendations of the bituminus coal commission at Washington for a wage increase is untrue. The operators of Alabama accepted the recommendations of the coal commission for the wage increase, put the increases into force and effect, and are now abiding by these increases, although wages in all parts of the country in all other lines of industry

(Continued on page nine)

"The matter was finally brought before a meeting of the operators' association, and rejected, largely through the efforts of the operators' committee, consisting of James Bonnyman, chairman; Charles F. DeBardeleben, Frank Nelson, Jr., Frank G. Morris and George F. Peters.

"This committee fook the position and made the same statements to me then that the governor now makes in his announcement.

"The facts are that this small group of men have created conditions in their respective mines that are satisfactory to themselves and enable them to operate their mines advantageously and sell coal at a big profit, while other mines were either idle or operating at great expense with inexperienced labor. They are dominating the situation and determined to prevent any kind of settlement. Not only that, they have expressed their determination to 'fight to the bitter end' and 'keep up the fight until the mine workers' organization is driven out of Alabama.'

"These are the men who are responsible for the situation and the men who have prevented and are preventing a settlement of the Alabama coal strike.

"I believe at least 75 per cent of the coal operators of Alabama have been ready and willing to end the strike on the basis above suggested but the fighting coal operators' committee prevents them from doing so.

INCONSISTENCY

"If any proof were needed to show the inconsistency of the operators' committee it will be found in their letter to Governor Kilby, under date of September 6, wherein they say: 'The absolute right of the workers to organize or not as they see fit, and the equal right of the employers to maintain an open shop if they see fit, are so universally recognized that we do not suppose the commission would undertake any recommendations to the contrary.' This is just what was proposed and exactly what they prevented from being carried out under the arrangement submitted.

"Failing to make any further progress, I returned to Washington and made a thorough report on the situation.

"A few weeks later I was directed to return to Alabama and make another effort to help bring the strike to an end.

"On January 17 I called on the governor, by appointment, with a view of enlisting his co-operation and support in helping to bring the strike to an end.

"I very frankly told the governor the real situation as I had learned to understand it from eevry angle and my personal observations and visits to numerous mining camps. I told him that it was useless to try to get anywhere or do anything with the fighting operators' committee, but had reasons to believe that if he would take the matter up with individual operators, that fully 75 per cent would agree to the plan submitted last November.

"After some days the governor replied that he had received 'the answer of the committee of coal operators to the proposal submitted January 24. It was a flat refusal.'

TO BITTER END

"The facts are that the operators' committee defiantly announce their determination to wage a fight to the 'bitter end' and 'until the last vestige of unionism is driven from the coal fields of Alabama.' This campaign of attempted extermination of the miners' union is as absurd as it is idiotic, because contractual relations now exist between the miners' organization and a number of Alabama operators.

"To further emphasize their inconsistency and disclose the autocratic and arbitrary polices inaugurated by them, it may be well to mention that they are unwilling that so-called 'labor agitators' and 'foreigners' come here to counsel and organize the miners into unions or associations, or interfere with their business,' but reserve unto themselves the right to dictate and set up policies and rules for the operation of mines controlled by other operators, and say to them, in effect: 'You, Mr. Operator, must run your mintes our way or we will see that they do not run at all.'

"My only interest in this matter, at all times, has been to exert my best effort and influence toward bringing about a settlement, and I am grateful to those patriotic and public-spirited gentlemen who have so zealously sought to aid in bringing the strike to an end.

"I have no quarrel with the governor, I only regret that he did not state both versions of the controversy.

"I still maintain that the coal miners' strike in Alabama can be settled, but not through the fighting operators' committee which, I believe, misrepresents the real sentiment and wishes of many of the coal operators.

TEMPER AND FEELINGS

"Certainly, the governor does not understand the temper and feelings of the striking miners in the outlying districts. If he did, I am sure he would not suggest the 'immediate withdrawal from Alabama of the leaders of the United Mine Workers of America and other labor agitators from other states,' coupled with the statement that 'unfortunately there is no law on the statute books to force the adoption of either plan,' which might be construed by some hot-headed individuals as a suggestion to take the law into their own hands and see that these men are driven out of the state.

"My understanding is that in coal mining strikes in Alabama in the past this was done. If I correctly interpret the sentiments and feelings of the miners throughout the district with whom I have frequently conferred, such harsh and extreme methods could have but one result, and that is, lead to civil war.

"Whatever results may follow from Governor Kilby's statement, the responsibility must rest wholly and solely with him.

"It is true that more coal is being mined than is needed, but that is because there is no demand for it on account of the general industrial depression. The fact remains that hundreds of miners who were procured at great expense to take the striking miners' places are being laid off or discharged because there is no work for them to do."

LILLER IS INTENSE PARTISAN OF UNION, SAYS DEBARDELEBEN

(Continued From Page Five.)

are being reduced daily and almost hourly.

"The only grievance presented by the union in May, 1920, was the refusal of operators to sign what is known as the Blue Book contract; and at this time, when the strike was started, and before Van Bittner and other foreign agitators and Yankeeized negroes appeared on the scene, there was not another grievance presented.

"Soon after Van Bittner arrived from Pennsylvania and took charge of affairs of state in Alabama the union defiantly and flagrantly broke the Blue Book contracts which it had induced a few of the operators to sign.

LILLER LATE ON SCENE

"There has never since the inception of this strike been as much as 25 per cent of the mine labor of Alabama engaged in the strike or sympathetic with its purposes. Although this strike really had its inception in November, 1919, reached its bitterest stage during the summer and early fall of 1920, Mr. Liller did not appear on the scene until November, 1920, which was after the strike had been lost and production normal. He came to Alabama evidently through the solicitation of Van Bittner and the other leaders of the union, who, having failed in their promises to their rank and file, sought to uphold a lost cause by holding out to them the promise of federal mediation. When Mr. Liller came he was informed by the writer that he was some eight months late, and that there was nothing to mediate and no basis for conciliation along the lines suggested by him. Before leaving Alabama on his first visit, he submitted to the operators a proposition substantially the same as the contract known as the Ruby contract, which contract had previously been openly violated by the union and rejected after they had solemnly entered into it. This proposition was presented at a called meeting of the operators of Alabama, more largely attended than any meeting that has been held at any time by the Alabama operators. After a full discussion of this proposition it was rejected by the unanimous vote of all the operators present, representing over 90 per cent of the tonnage of coal in Alabama.

"This fact alone is sufficient answer to Mr. Liller's statement that the strike is due to the action of what he terms the 'fighting committee,' and that it could be settled except for the membership of this committee. He insinuates very strongly that this committee is composed of men who do not work union labor, who have made tremendous profits and who desire to prolong the strike in order to continue these profits at the expense of other operators not so fortunately situated. The insinuation is absolutely and unqualifiedly false.

ATTITUDE OF COMMITTEE

"The writer is the only member of the committee whose company has never had in existence at any of its operations a local of the United Mine Workers of America. He is proud of the fact that through this policy his company has a record of never having had labor disturbances or a shutdown on account of complaints of employes. Since 1908, when this policy was established by this company, while mines all over the United States were idle, our mines have operated on full time and with good feeling between employer and employe. Instead of profiteering our company has paid as high wages as have been paid in the district, and has, without question, put into operation every recommendation made by the bituminous coal commission, and has adhered strongly to the principle of not charging high prices for its coal, following scrupulously the schedule of prices allowed by the fuel administration for the sale of its output, which was determined after a full investigation by the government of our cost sheets.

"The other four members of the committee represent companies which have always heretofore adhered to the open shop principle, and

HE MAKES VALIANT RACE WITH DEATH, BUT LOSES

Aldridge, February 10.—An airplane was employed today by J. M. Cobb, engineer of the bureau of mines, to reach this place from the Birmingham station in an effort to save the life of J. A. Baker, machine boss at the Montevallo mines, who had been caught on a heavily charged trolley wire in the pit. The race with death was unsuccessful,

OSCAR W. UNDERWOOD, CHAIRMAN
Mrs. MARIAN E. MARTIN
CLERK

United States Senate,

CONFERENCE OF THE MINORITY.

February 14, 1921.

PERSONAL.

Hon. William B. Wilson,
Secretary of Labor,
Washington, D. C.

My dear Mr. Secretary:-

I enclose you two letters and a telegram, signed by some of the most prominent business men in Alabama, who are in no way connected with either the coal operators or the coal miners, in reference to one of your agents invading the peace and dignity of the State of Alabama. I write to ask you to give consideration to what they say.

Mr. Sevier, who is President of the Alabama Manufacturers Association, is one of our leading men, and the representative of the best business interests of our state. Mr. Frye, who signs the other letter, is President of one of the leading banks of our city, and the telegram is signed by substantial lawyers, doctors, ministers and business men, who only have the interests of the community at heart.

I have known this man, Liller, for many years. You know, as well as I do, that he is a professional organizer, spends his time organizing clubs or something else to try and make a living out of, and his principal forte in life is propaganda. He is not a well-poised or well-balanced man whose reports could be relied on. The newspaper articles I enclose you show that Liller has thoroughly misrepresented the conditions in the Birmingham District in his statement. I know this to be true myself.

The strike down there is not backed by the great bulk of the miners . They have gone to work and want to be left alone, and so far as the men are concerned who want to work, they are being given good pay for these times, under fair conditions, and the only reason that I can see for keeping up the strike is the desire of some of those in the organization not to admit that they have lost out in their efforts of a year ago to carry on a strike.

But of course that is neither here nor there. The real thing is that you have an agent of the Department of Labor in Alabama attacking the Governor of the State in his efforts to maintain law and order. I think Liller should be dismissed from the service, but at least, he should be

withdrawn from the State of Alabama, as he is there to cause trouble and not to maintain law and order.

I sincerely hope that you will give immediate consideration to my request in the matter, and will greatly appreciate your early action. I know you so well that I am sure that you will not countenance anything that will bring friction between the national government and the state authorities.

With best wishes, I am

Sincerely yours,

O W Underwood

U/k

4

L. SEVIER, PRES. T. H. BENNERS, VICE-PRES. J. L. BEDSOLE, VICE-PRES. J. K. JACKSON, TREAS.

ALABAMA MANUFACTURERS ASSOCIATION

1215 ~~1503~~ AMERICAN TRUST BUILDING

BIRMINGHAM, ALA.

February 11, 1921.

OTTO AGRICOLA, *President*,
A. & J. Mfg. Co.,
GADSDEN, ALA.

W. B. BARTLETT, *Manager*,
Longview Lime Works,
LONGVIEW, ALA.

H. B. BEARD, *Agent*,
American Oak Leather Co.,
ALBANY, ALA.

J. E. BRITT, *President*,
Georgia Show Case Co.,
MONTGOMERY, ALA.

GEO. H. CRAIG, *President*,
Peoples Cotton Oil Co.,
SELMA, ALA.

D. R. DUNLAP, *President*,
Alabama Dry Dock and Shipping Co.,
MOBILE, ALA.

W. B. DAVIS, *President*,
W. B. Davis & Son Hosiery Mill,
FT. PAYNE, ALA.

H. T. DEBARDELEBEN, *President*,
DeBardeleben Coal Co.,
BIRMINGHAM, ALA.

D. B. DIMICK, *President*,
American Casting Co.,
BIRMINGHAM, ALA.

J. H. EDDY, *Manager*,
Kaul Lumber Co.,
BIRMINGHAM, ALA.

JULIUS GOSLIN, *President*,
Joubert & Goslin Mch. & Fdy. Co.,
BIRMINGHAM, ALA.

M. L. HANAHAN, *Treas. and Gen. Mgr.*
Dothan Guano Co.,
DOTHAN, ALA.

R. I. INGALLS, *President*,
R. I. Ingalls Iron Works Co.,
BIRMINGHAM, ALA.

C. A. HAMILTON, *Vice-President*,
Alabama Pipe and Foundry Co.,
ANNISTON, ALA.

JOHN B. RIDER, *General Manager*,
E. E. Jackson Lumber Co.,
RIDERWOOD, ALA.

J. G. MCGOWIN, *Secretary and Treasurer*,
W. T. Smith Lumber Co.,
CHAPMAN, ALA.

E. B. NUZUM, *President*,
Tuscaloosa Cotton Seed Oil Co.,
TUSCALOOSA, ALA.

J. R. RICE, *Manager*,
Birmingham Coca-Cola Bottling Co.,
BIRMINGHAM, ALA.

W. D. TYNES, *President*,
Hardie-Tynes Mfg. Co.,
BIRMINGHAM, ALA.

W. I. WELLMAN, *Treasurer*,
Lincoln Mills of Alabama,
HUNTSVILLE, ALA.

Honorable Oscar W. Underwood,
United States Senate,
Washington, D. C.

My dear Senator:

May I not impose upon your time to that extent that you may read the attached clipping of the Birmingham Age Herald today, Friday February 11th;

It seems that one Wm. C. Liller, United States Commssioner of Conciliation has found it necessary to give vent to his feelings in criticising the Governor of the State of Alabama, as to his position on the strike of the United Mine Works.

I believe you will agree that such statements as coming from officials of the United States Government is not conducive to influencing that cooperation which Government Departments seek of States Departments, and that if the services of Mr. Liller is of any value whatever to the Department that he is supposed to represent, he can best be used in some position other than that of Conciliation work in the State of Alabama.

If he is a member of any labor union, this would in itself disqualify him for the work he has been employed for and I truly hope that recognition will be given of his action in Alabama that will prevent embarrassment in other states, such as has been caused in this State.

Yours very truly,

President.

LS:PL

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT
EVANS BUILDING
1418 NEW YORK AVENUE
WASHINGTON, D. C.
TELEPHONE: MAIN 6600

TELEGRAM

DELIVERY NO.

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram). 16—50887

r7bmfn 135am 52 nl 5 Extra Grad.

Montgomery Ala Feb 15th

Honorable Woodrow Wilson,

President U.S.A. Washington DC.

ACKD FEB 16 1921 Labor

605

RECEIVED FEB 18 SECRETARY'S OFFICE

UNDERSTANDING THAT YOU HAVE BEEN REQUESTED TO REMOVE MR.WILLIAM G.LILLER CONCILIATOR OF THE DEPARTMENT OF LABOR FROM OFFICE WE RESPECTFULLY URGE THAT HE BE RETAINED IN HIS PRESENT POSITION FOR THE REASON THAT HE HAS BEEN ABSOLUTELY UNBIASED IN HIS HANDLING OF A CRITICAL SITUATION

J L MORRIS

SECRETARY PAINTER DECORATORS MONTGOMERY ALA

Bond

1888 1921

BEN LEE PAUL

PLUMBING

Telephone Ivy, 6172.

That's All

237 W. Peachtree

ATLANTA, GEORGIA

February,16th,1921.

CHIEF CLERK FEB 18 '21 DEPARTMENT OF LABOR

Mr Secretary Wilson.
Department of Labor.
Washington,D.C.

My Dear Sir:-

Allow me to say this to you,in connection with the enclosed clipping from the Atlanta Constitution of date,February,15th,1921,--

A few years ago,when this man,Thos B.Kilby,who is now holding the Office of Governer of the State of Alabama,was Mayor Of Anniston,Ala,he used this expression to me,in the course of a Legal point---

"To H--- with the LAW,I'll do as I D--- please about it and fight it out in the Courts afterward.

I can give you the full matter if this finds your interest.

With my best wishes,I am,believe me,as ever,

Yours Most Sincerely,

B L Paul.

THE CONSTITUTION, ATLANTA, GA., TUESDAY, FEBRUARY

LILLER'S REMOVAL BEING CONSIDERED

Tumulty Wires Governor Kilby Department of Labor Has Request Under Advisement.

Washington, February 14.—Secretary Tumulty, replying today to the request of Governor Kilby, of Alabama, that Commissioner of Conciliation Liller be withdrawn from Alabama, where he has been investigating the coal strike situation, stated that Secretary Wilson, of the department of labor, has under advisement the question of Liller's return.

"Your telegram of February 11 to the president has been received," Secretary Tumulty telegraphed Governor Kilby.

"The secretary of labor reports that on February 9 he directed Commissioner of Conciliation Liller to proceed to Washington for consultation on the Alabama coal miners' strike, and that he left Birmingham that night. Secretary Wilson also reports that he has under advisement the matter whether or not Mr. Liller will be returned to Alabama."

In an appeal to the president to remove Liller from Alabama, Governor Kilby stated that the representative of the department of labor had made charges against him both in the press and in letters directed to him personally which made his presence in the state objectionable.

Birmingham, Ala., February 14.—A committee representing the state federation of labor is en route to Washington to ask a congressional investigation of the coal strike in this state.

The committee is composed of J. E. Busby, president of the Birmingham Trades council, and Louis Bowen, secretary of the state federation.

The committee departed for the capital immediately after the close of a labor mass meeting here late yesterday, where resolutions were adopted calling upon Governor Kilby to recall state militia and to join with unionized labor in asking for federal troops if the executive insisted on the military in the strike zone. The resolutions placed the United Mine Workers of America and allied unions on record as willing to abide by any decision which a commission named by President Wilson to end the strike might make.

1888 1921

B. L. PAUL

PLUMBING
(REGISTERED)

PERSONAL ATTENTION GIVEN ALL WORK
SPECIAL PERSONAL ATTENTION TO ALL REPAIRS
NOTHING BUT A-1 MATERIALS USED

TELEPHONE IVY 6172 (TEMPORARY)

237 W. PEACHTREE ST. ATLANTA, GA.

DEPARTMENT OF LABOR

TELEGRAM

PO 18 Q 37 Pd

Birmingham Ala Feb 15,1921

Kerwin,

Washington.

Col. W.C.Liller's statement in response to one issued by Gov. Kilby was absolutely correct. Federal Government can not afford to recall Liller at this time, and we feel he should be sent back to Alabama.

Van A.Bittner.

210pm

DEPARTMENT OF LABOR

TELEGRAM

7Po Da 27, 4 Extra

CHIEF CLERK
FEB 16 '21
DEPARTMENT OF LABOR

Anniston, Ala., February 15, 1921

Secretary of Labor Wilson,

Washington.

Continue Conciliation Williams letter in Alabama we believe in his integrity propaganda used to discredit him earnest investigation urged forces fighting labor unjustly

Anniston Typographical Union,

J. H. Church, President

DEPARTMENT OF LABOR

TELEGRAM

CHIEF CLERK
FEB 16 '21
DEPARTMENT OF LABOR

4Po. Na. 40 Night Letter 1 xtra

Anniston, Ala., February 15, 1921

The Secretary of Labor, Wilson,

Washington

Greetings. The Anniston Central Labor Union respectfully request that Conciliator Liller be retained as he has given the facts in the miners strike and should not be removed as requested by Governor Kilby Our membership represents 800.

W. H. Richardson,

Secretary

Feb.16....9:12 A.M.

OSCAR W. UNDERWOOD, CHAIRMAN
Mrs. MARIAN E. MARTIN
CLERK

United States Senate,

CONFERENCE OF THE MINORITY.

February 17, 1921.

CHIEF CLERK
FEB 18 '21
DEPARTMENT OF LABOR

Hon. W. B. Wilson,

Secretary of Labor,

Washington, D. C.

My dear Mr. Secretary:-

I received your letter of the 16th inst. today, advising me that Captain Liller had been recalled from the Alabama coal fields.

I thank you for your courtesy in the matter. I am sure that Captain Liller could not be of further service in that particular field, and it is well to call him back to Washington.

With kindest regards, I am

Sincerely yours,

O W Underwood

U/k

February 16, 1921.

Hon. Oscar W. Underwood,
United States Senator,
Washington, D. C.

My dear Senator:

I have your letter of the 14th instant, relative to the activities of Captain Liller in connection with the Alabama coal miners strike.

On February 9th I directed Mr. Liller to return to Washington, and in view of the circumstances it is not likely that he will be returned to Alabama.

Sincerely yours,

EXACT COPY AS SIGNED BY W. B. WILSON
MAILED 2-16 BY [illegible]

Secretary.

WBW-E

Alabama
Coal

THE WHITE HOUSE
WASHINGTON

170/1182

February 17, 1921.

RECEIVED
FEB 18
SECRETARY'S
OFFICE

My dear Mr. Secretary:

By direction of the President, I am sending you the enclosed letter from Senator Heflin.

Sincerely yours,

J. B. Kennedy
Secretary to the President.

Hon. William B. Wilson,
Secretary of Labor.

Enclosure.

Noted Feb 18-21
HBSH

file
H

United States Senate,

WASHINGTON, D. C.

July 15. 1921.

My dear Mr. President:

Complaint has been made by many citizens of my State about the presence of Mr. Siller an agent of the Department of Labor. They claim that he is doing harm in the labor disturbances in one of the mining regions of the State.

They ask that he be called out of the State.

The Secy of Labor informs me that Siller has been called back to Washington.

With best wishes.

I am sincerely your friend,

J. Thos. Heflin.

POSTAL TELEGRAPH-CABLE COMPANY

NIGHT LETTERGRAM

THE POSTAL TELEGRAPH-CABLE COMPANY (INCORPORATED) TRANSMITS AND DELIVERS THIS NIGHT LETTERGRAM SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE BACK OF THIS BLANK.

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

DELIVERY No.

INDEPENDENT COMPETITIVE PROGRESSIVE

4L—26036

331

R74BMJU 156 NL 7 EXA NL 854P

BIRMINGHAM ALA FEB 12 1921

WOODROW WILSON,

PRESIDENT UNITED STATES, WASHINGTON DC.

GOVERNOR THOMAS E. KILBY OF ALABAMA HAS PUBLICLY ANNOUNCED HIS INABILITY TO BRING ABOUT ANY SETTLEMENT OF THE STRIKE IN THE COAL FIELDS OF ALABAMA WHICH WAS INAUGRATED FOR THE PURPOSE OF COMPELLING THE COAL OPERATORS TO COMPLY WITH THE AWARD OF THE BITUMINOUS COAL COMMISSION APPOINTED BY YOU IN DECEMBER BINETEEN NINETEEN THE GOVERNOR OF ALABAMA HAS ISSUED A STATEMENT SAYING THAT PUBLIC OPINION SHOULD DEMAND THAT THE LEADERS OF THE UNITED MINE WORKERS OF AMERICA WHO ARE CITIZENS OF OTHER STATES SHOULD IMMEDIATELY WITHDRAW FROM ALABAMA THE UNITED MINE WORKERS OF AMERICA IN ALABAMA HAVE ALWAYS BEEN WILLING TO ABIDE BY THE DECISION OF THE BITUMINOUS COAL COMMISSION AND WE RENEW THE PROPOSITION THAT THE PRESIDENT OF THE UNITED STATES APPOINT A COMMISSION TO ARBITRATE THE ISSUES INVOLVED IN THE STRIKE OF THE ALABAMA COAL MINERS AND THE MINERS AGREE TO ABIDE BY WHATSOEVER DECISION MIGHT BE RENDERED

VANN A BITTNER

REPRESENTING THE UNITED MINE WORKERS OF AMERICA

THE WHITE HOUSE
WASHINGTON

February 16, 1921.

RECEIVED
FEB 16
SECRETARY'S
OFFICE

My dear Mr. Secretary:

Referring to your letter of February 15th, concerning the telegram from Mr. Van A. Bittner, which I am returning herewith, the President sees no sufficient reason for further action on his part. Will you not be good enough to have proper acknowledgment made of Mr. Bittner's message?

Sincerely yours,

J. H. Tumulty

Secretary to the President.

Hon. William B. Wilson,
Secretary of Labor.

Enclosure.

February 19, 1921.

Mr. Van A. Bittner,
Birmingham, Alabama.

Dear Sir:

Your telegram of February 12th, addressed to the President, has been referred to me.

It must be apparent that if, as you say, the operators of Alabama have refused to accept the award of the President's Bituminous Coal Commission appointed in December, 1919, it would be useless to appoint another commission, unless the operators signified in advance their willingness to abide by its award. As no such assurance has been given by the operators of Alabama, I can not recommend to the President the creation of such a commission.

Sincerely yours,

EXACT COPY AS SIGNED BY W. B. WILSON
MAILED 2-19 BY [illegible]

Secretary.

WBW-H

ALABAMA COAL MINERS' STRIKE IS CALLED OFF

Operators and Workmen Agree on Gov. Kilby as Sole Arbiter—Guardsmen Recalled From Mine Field

MONTGOMERY, Alt., Feb. 22.—The Ayabama coal strike ended today. Concurrent with an order by the United Mine Workers of America, suspending the strike, Alabama national guardsmen were withdrawn from the affected area by executive order signed at 122:55 p. m.

By agreement between the coal operators and the union, the entire question of settlement has been placed in the hands of Governor Kilby, who has accepted the office of mediator. Both sides have pledged that the governor's decisions and orders shall be final.

The pledge of the operators is signed by James Bonneyman, chairman; G. F. Peter, Frank Nelson, Jr., Charles F. Debardeleben, and Frank G. Morris. The mine workers' pledge is executed by Van A. Bittner, chief representative; J. R. Kennamer, president district 20; William Harrison, international board member, district 20, and J. L. Ciemo, secretary-treasurer, district, 20.

Agreement between the operators and the union was brought through the efforts of Victor H. Hanson, Birmingham publisher, who acted as representative of the people of Alabama.

Mr. Hanson presented the pledges to Governor Kilby last night and was in conference with him until early today, when announcement was made that the governor accepted the task imposed upon him

To Name Commission

In presenting the agrement to Governor Kilby, Mr. Hanson urged the appointment of a commission to aid him in arriving at just and proper terms of settlement and it was stated that such a board of advisors will be named. Under terms of the agreement, the governor must make all decisions and issue all orders in the settlement, but this does not preclude his calling to his aid the services of a board of investigation.

In his effort to bring the contending factions together Mr. Hanson told each that "the public is being slowly ground to death" and that his appeal was made an behalf of "the long suffering people, who have nothing to gain and all to lose by a continuation of his industrial strife." He called upon strikers and operators to join in an agreement whereby "neither shall sacrifice aught of dignity, honor or prestige."

The union officials said in their agreement that they "are conceding a great deal," but are willing to rest their case "entirely upon the fairness of the governor, so thoroughly are we convinced of the merits of our contentions."

The agreement signed by the operators' committee is brief. The pledge is made that decision and orders of the governor "shall be conclusive and binding on us and those we represent." This is the first time that the operators have agreed to submit their case to mediation.

History of Strike.

The coal strike was called on September 8, last year. Various estimates have placed the number of men on strike at from 10,000 to 15,000. State troops were ordered into the coal fields in October, last year, and have been constantly on duty since. Various disturbances have arisen as a result of the strike, notable among which was the lynching of William Baird, a miner, at Jasper, Walker county, on January 13. Nine members of the state guard are now under indictment charged with the execution of the miner. Baird was the ninth man in Walker county to meet death as a result of the strike war. Killings and rioting have occurred in other counties. After union miners were ejected from compny houses by court decisions, tent colonies were established for the families of striking miners.

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DIVISION OF CONCILIATION

February 26, 1921.

770
1182

Mr. W. C. Liller,
R. F. D. #1,
Lancaster, Pa.

My dear Mr. Liller:

The matter of the settlement of the recent Alabama coal strike is of considerable importance and a complete record of same should be on file in the Division of Conciliation.

Will you please make an effort to secure full data on the matter. This should include the number of mines affected by the strike, together with the number of men employed in each mine, and any other information which would be of interest.

With kind regards, I am

Very truly yours,

EXACT COPY AS SIGNED BY H. L. KERWIN
MAILED BY

Director of Conciliation.

C

tend

C

178
1182

UNITED MINE WORKERS OF AMERICA

VAN A. BITTNER,
INTERNATIONAL REPRESENTATIVE

Birmingham, Alabama.
February 24, 1921.

CHIEF CLERK
FEB 26 '21
DEPARTMENT OF LABOR

Hon. W. B. Wilson,
Secretary of Labor,
Washington, D.C.

Dear Sir:

Your favor of February 19 received and contents carefully noted.

I recognize the fact that it was an impossibility for your department to bring about a settlement of the strike in the coal fields of Alabama, due to the position taken by the Alabama coal operators. However, I beg to advise you that the strike has been settled by both the miners and operators agreeing that the Governor shall appoint a commission and both sides are to be bound by the terms of the decision.

Thanking you for your efforts in behalf of a settlement, with best wishes, I am,

Yours very respectfully,

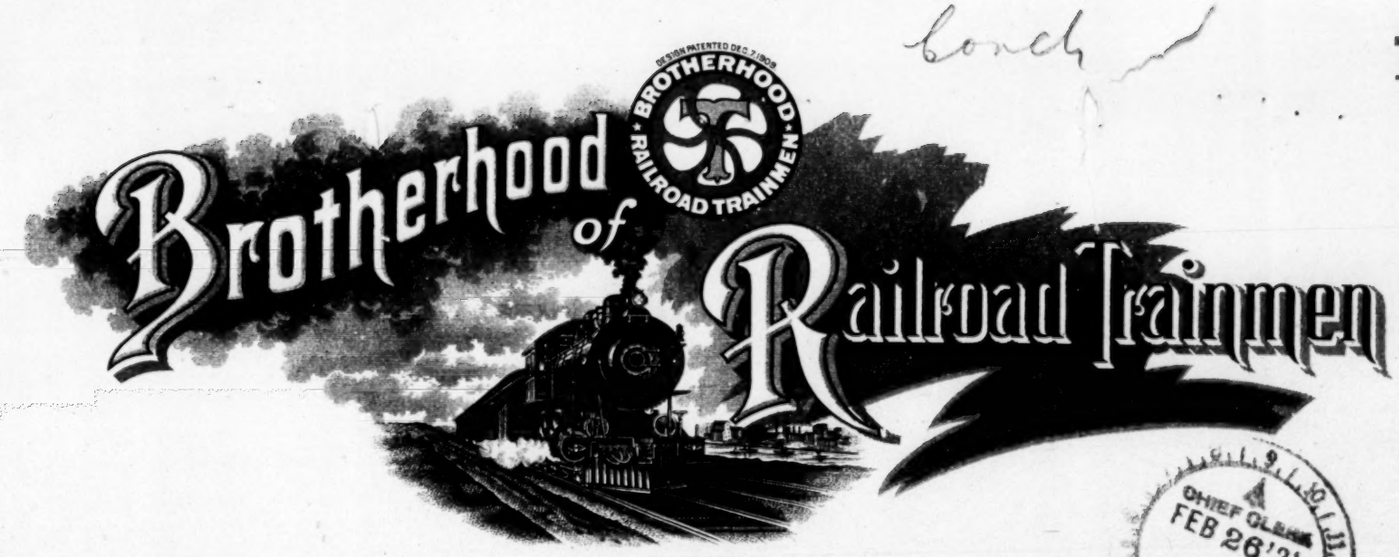
12-2

Van A. Bittner
Chief Representative,
International Union.

cc

Noted
File

bonch



CHIEF CLERK
FEB 26 '21
DEPARTMENT
OF LABOR

Southern Lodge No. 884.

Birmingham, Ala. Feb. 21, 1921.

To Secty., of Labor, Wilson,
Washington, D. C.
Dear Sir:

Resolution adopted this date that we as members of Sou. Lodge #884 B. R. T. We do not agree with Gov. Kilbys message toyou in reference to Mr. W. C. Lillers work in behalf of the department of labor while in the State of Ala. And believeing him to be honest and sincere in all of his actions. Respectfully request that hebe sent back to this State.

Very respectfully,

J. B. Hairston.

President.

12
116

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DIVISION OF CONCILIATION

Atlanta, Ga. February 23, 1921.

Mr. H. L. Kerwin,
Director of Conciliation,
Department of Labor,
Washington, D.C.

My dear Mr. Kerwin:

Subject:-Strike United Mine Workers, District No. 20, Birmingham, Ala. district.

By agreement between the Operators and the Miners the entire question of settlement has been placed in the hands of Governer Kilby, who has accepted the office of mediator. Both sides have pledged that the Governor's decisions and orders shall be final.

Very respectfully,

J W Bridwell

Commissioner of Conciliation.

News paper enclosure.

12.2

Noted
Filed
P

OFFICE OF

J. A. JACKSON

SHERIFF OF SHELBY COUNTY

COLUMBIANA, ALABAMA.

April 1st, 1921.

RECEIVED APR 5 SECRETARY'S OFFICE

THE WHITE HOUSE APR 3 1921 RECEIVED

Hon. Warren G. Harding,

President of United States,

Washington, D. C.

Labor

Dear Sir:-

The labor situation in Alabama is growing very serious. I am enclosing you copy of speech made a few days ago by Mr. Van Bittner, head of the Coal Miners Union of Alabama. If allowed to continue such agitation will cause much trouble.

I am one of the two Republican Sheriffs of Alabama. My county is in the center of the mining district, and there are hundreds of men out on strike and the situation is hard to handle and seem to be growing more serious each day. I feel that it is just a matter of a short time before the Federal Government is going to have to interfere in some way to bring about settled conditions between organized labor and capital. If there can be some immediate steps taken in the way of legislation or otherwise to bring about an adjustment between the two contending factions, will in my opinion, bring about the end of the beginning of something serious throughout the country.

I will appreciate if you will give our conditions here in Alabama your consideration.

I am,

Yours truly,

J. A. Jackson

Sheriff Shelby County, Ala.

Prest U M W.
Pledge to carry out agreement

DEPARTMENT OF LABOR

TELEGRAM

WU.....30 Q....89 Government Rate.

UD...New Orleans, La.- 11:55am.- April 8,1921.

H.L.Kerwin,

Labor,washington.

Met Miller at Knoxville,Tenn. Mining outlook bad. Kentucky and Tennessee.Harlan Field in Kentucky reducing wages,midnight conference at Birmingham with VanBitner confirmed impression of Garbled press report Best answer was assurance of peaceful conduct of twelve thousand men.still unplaced after settlement as only few hundred have been reemployed . Bitner protests the apparent discrimination ,but otherwise counsels peaceful submission. He has not been indicted or arrested,altho five deputy sheriffs attended meeting.Rebooked, and he assured that he would not say or do anything . Would warrant arrest.

Davies.

2pm.

file

JOHN H. ADAMS
AMERICAN TRUST BUILDING
BIRMINGHAM, ALA.

April 6, 1921.

APR 8 '21
CHIEF CLERK
DEPT. OF LABOR

Hon. James J. Davis, Secy. of Labor,
Washington, D. C.

Dear Sir:-

While I feel that your office is receiving information in regard to the strike here, and has a full knowledge of the so called settlement made through Governor Kilby's decision; it occurred to me that perhaps the card of a committee of citizens of Birmingham to the people of Alabama published as a broadside in our papers might not have been sent to you. I am therefore, enclosing same.

In this connection I would say that the John Bivins referred to in the paper herewith had been a Union Miner, but had quit same by going to work. I knew him from his childhood, and he was employed at the mines of the Republic Iron & Steel Company and the Birmingham-Trussville Iron Company when the writer was General Manager. You will please understand that I have no connection with any of the operations here now, and my only purpose in writing you, is that you may be in touch with such information as might not be sent to you otherwise.

Very respectfully,

JHA/EBC

John H. Adams

ZIMMERMAN LITH. CIN. O.

DIRECTION
UNITED HOTELS CO. OF AMERICA

The Tutwiler

HARRY HALFACRE
MANAGER

Birmingham, Ala.

Sunday. P.M. 5/8/21

My dear Mr Secretary.

I have been here 30 hours & have heard enough from both sides to outline a brief preliminary report.

1st That the industrial conditions are deplorable in the way of unemployment and very little relief in sight.

2nd That Mr Van Bittner was indiscreet in his criticisms of the Governor and Coal Operators and it further jeopardized the replacing of the men who approved his public remarks.

3rd The Dept of Labor would gain nothing by antagonizing the State

ZIMMERMAN LITH. CHI.C.

DIRECTION
UNITED HOTELS CO.
OF AMERICA

The Tutwiler

HARRY HALFACRE
MANAGER

Birmingham, Ala.

authorities. (I mean the Governor) nor the large employers by attempting to review the strike & to settle any grievances at once.

The proper course to pursue is to pour oil on the troubled waters & get as many of those suffering men back to work as soon as possible. I am laying the ground for cooperation along this line, because nothing will be gained by reopening old sores.

Division of work, little as it may be, may keep the wolf from the door, if the Companies are approached by one that they have confidence in, and as Commissioner John H. Thomas enjoys that confidence as well as that of the men, he

ZIMMERMAN LITH. CIN. O.

DIRECTION
UNITED HOTELS CO. OF AMERICA

The Tutwiler

HARRY HALFACRE
MANAGER

Birmingham, Ala.

Could do good service ~~in~~ ~~in~~ in getting these men gradually replaced. Mr Thomas is well known & well liked by both Employer & Employee & the Department could do nothing better to help this deplorable situation than to Commission Mr Thomas at once to do for these suffering people what neither they nor their Union can do for themselves.

As the cases will have to be handled largely individually it will take weeks to really help in the only way that will be a real help.

May I express the hope that you

DIRECTION
UNITED HOTELS CO. LTD
OF AMERICA

The Tutwiler

HARRY HALFACRE
MANAGER

Birmingham, Ala.

can see your way clear to
Commission Mr Thomas at once.
so he can really do more good
than anyone else in this case.

I will in the next 2 or 3 days
get more complete data which
I will send for your information
but can leave as soon as
you can Commission Mr Thomas
~~if~~ even if it becomes necessary
to furlough one or two Comm.
handling less important Cases.

The problem is quick aid to
present starvation and not waste
time on "who is to blame" - Our friend
John R. is therefore the next best
step.

Respectfully submitted
Howell Davies

May 5, 1921.

1 70
1182
8

Mr. John X. Thomas,
1807 - 30th Street,
Ensley, Alabama.

My dear Mr. Thomas:

I have your letter of the 23rd ultimo, in which you advise of the conditions of unemployment obtaining in the bituminous coal region of Alabama.

The Department is very much interested in this matter and deplores the situation which compels so many of these miners and their families to live in poverty. Unfortunately our funds are so low that until a new appropriation is received it is impossible to render any effective aid.

It is possible that Commissioner Hywel Davies will be in Birmingham sometime in the near future, when he may have an opportunity to go over the general situation.

With kind regards I am

Very truly yours,

EXACT COPY AS SIGNED BY H. L. KERWIN
MAILED BY
Director of Conciliation.

C/b

170
118

May 4, 1921.

Mr. Hywel Davies,
Tutweiler Hotel,
Birmingham, Alabama.

My dear Mr. Davies:

I am sending you herewith a copy of a memorandum about which Mr. Kerwin wired you. I wish you would go over this ground carefully on both sides and make a report as to conditions and what can be done about the matter.

Sincerely yours,

Secretary.

Encl.
C:H

Exact copy as signed by James J. Davis
Mailed 5-4-21 By DB

Hymel
Intervular H.D.
Bykali
one d

WALTER J. JAMES
WASHINGTON REPRESENTATIVE
UNITED MINE WORKERS OF AMERICA
207 A. F. OF L. BUILDING
WASHINGTON, D. C.

May 2, 1921.

MAY 3 '21
CHIEF CLERK
DEPT. OF LABOR.

ATTENTION MR. SECRETARY:

In accord with your request, I hereby submit a brief covering the existing acute situation in the state of Alabama regarding the Miners:-

1st.

When the miners and operators jointly agreed to submit their differences to the Governor of the state of Alabama, they did this with the understanding that they were to be dealt with honestly and intelligently and believed that by submitting their grievances to the Governor, they would get a square deal. The Governor in submitting his proposal to both the miners and operators they jointly agreed to abide by his decision. They were to retain their eight (8) hours and they were also to retain their positions as miners or laborers that they had prior to th time of the suspension of work. As far as our understanding is, they have failed to carry this part of the Contract into effect.

2nd.

The deplorable conditions that are now existing in Alabama are unbelievable. Miners are being victimized from their work, also being ejected from their homes, women and children are suffering to the extent of soliciting funds from various organizations and from the public in the state of Alabama. Therefore, my dear Secretary, we would certainly appreciate it if you would make a thorough investigation to the extent of having one of your consiliators make a personal investigation as to the deplorable conditions, also, to the Governor's report.

Respectfully submitted,

Walter J. James
John Moore

LEGISLATIVE REPRESENTATIVES.
UNITED MINE WORKERS OF AMERICA.

DEPARTMENT OF LABOR
OFFICE [redacted]HE SECRETARY
WASHINGTON

Respectfully referred to

Mr. Kerwin

by direction of the Secretary.

ARTHUR E. COOK,
Private Secretary.

C

RECEIVED
APR 25
SECRETARY'S
OFFICE

Ensley, Alabama,
April 23, 1921.

Honorable James J. Davis,
Secretary of Labor,
Washington, D. C.

Dear Mr. Secretary:

Inasmuch as a large number of united mxine workers in this county, and the surrounding district are still out of employement because of the recent coal strike in this section, large numbers of miners are absolutely without employement and their families in practically destitute circumstances, it has been suggested to me by President Kennemar or United Mine Workers of America of Alabama, that I might secure employement for several hundred of them by going into several of the mining camps to look into their condition and get the names of unemployed, thus rendering a great service to deserving people, I am writing you this letter suggesting that if this course meets your approval, you might desire to instruct me accordingly. Conditions are rather bad in the mining sections of Alabama since the strike was ended recently, and the output of coal is much below normal.

As I am personaly acquainted with practically all of the operators, as well as a large number of the leading miners, it is believed that I might do much good in the direction above indicated. However, I do not wish you to understand that I am pressing upon you any course that might not meet your approval.

Very respectfully,
John X. Thomas
(Conciliator of Labor)

JXT:mk

170/1182

April 22, 1921.

Mr. John E. Adams,
American Trust Building,
Birmingham, Alabama.

My dear Mr. Adams:

I have delayed acknowledging your letter of April 6th, together with the page from the Birmingham Age-Herald, until I could have an opportunity to read it. This is a very deplorable situation. I thank you for your kindness in sending me the clipping.

Sincerely yours,
Exact copy as signed by James J. Davis
Mailed 4-22 By

Secretary.

W:H

Chief clk.

170/1182

April 11, 1921.

Mr. J. A. Jackson,
Sheriff of Shelby County,
Columbiana, Alabama.

My dear Mr. Jackson:

The President has referred to me your letter of April 1st, with inclosure of a page from the Birmingham Age-Herald.

I thank you heartily for the information.

Cordially yours,

Exact copy as signed by James J. Davis
Mailed 4/11/21 By
Secretary.

C-G

DIVISION OF CONCILIATION

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

MAY 23 SECRETARY'S OFFICE

Ensley, Ala. May 21st 1921.
1807-30 St.

170/182

Hon J.J.Davis.
Secretary of Labor.
Washington, D.C.

My dear Brother;

I have tried to do my duty since you placed on the Job I have put 58 back to work, T.CI. put back 5 and Pratt Consolidate put 4 back Garnsey Coal Co Put 40 back McCleary President Yolando Coal Co He was Vamping and said that he would not put any back But after I talk with him he put 8 back. He also told me not to bother him any more. But you rest assured that I will be after him next week and I will get him to put some more men back to work.
Hon I wish to inform you that the Moose is Growing here in Birmingham, and we are getting high class men into our Order.
Your man McCrambridge who is your Supervisor over the order down here I think he is a very good follow he is on the job at all time, I go with him about one hour in the morning, Of course I cannot go every Morning but I will give all the time I can. I reckon that I will be with you at the Convention in June and trusting and Praying that we shall get the Home of the Loyal order of Moose down here in the Sunny south and that Place will Birmingham Ala. Hywel. Davies. I wish to tell you that Welshman is a Man all over he never failed to get a decent hearing with all class of people He is a Man?. I am trusting that I shall prove good, on my Job. Sincerely Your Friend. J. X. Thomas

DIVISION OF CONCILIATION

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

Ensley, Ala.
1807-30, St.

May 19th 1921.

170/1142

Hon H.L.Kerwen.
Director of Conciliation.
Department, of Labor.
Washington D.C.

Dear brother;

I feel this evening a little better than when I left home this morning, I met Charle. Dye. President of the Garnsey Coal Company, and thank God he took Forty of the men back and put them to work that is my reason for feeling so happy. I also had a Confrence with the Donalden & Stobert Coal Co and they said they could take care of ten men next week. The Pratt Consolidated Company put 4 men back this morning, and told me to come back next week . The T.C.I.Co put back 5 also told me to find out who was in need the worst and bring said names to them. If I can keep doing in the coming week as I have done this far I will be Satisfied trusting that will be the same thiswill be 50 placed back to work.

40
10
4
5
59

Sincerely your Friend.

J. X. Thomas

noted file

DIVISION OF CONCILIATION

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

Enley, Ala.
1807-30 St. May 17th 1921

Hon H.L.Kerwin.
Director of Conciliation.
Department of Labor.
Washington, D.C.

Dear Brother;
This list of Names are the people at Pratt City. Who are not working, and I wish to say that some of them ont work I wanted two men for a farmer and they said they did not want that kind of work. I had talk with the Shaddock Coal Co , this morning he will take about five men about next week. I also had a talk with the Franklin Coal Co. and they also said they would me as soon asthey could.

White Names
W.M.Logon.
George.Gibb.
Sam. Miller.
Hy. Miller.
Pete.L.Wallace
Jim.Shavlin.
Will. Capps.
John. Findley.
Jim. Miller.
Sam .Miller Jr.
George. Miller.
John. Miller.
Ed .Miller.
Tom. Gibbs
John . Gibbs
E.H.Hendrick.
Pat. McCall.
Pete. Young.
Tom. Tinney.
Willie. Clelland.
Jim/ Mitchel.
Charle. Peffer.

Colored Names
A. Gayles. Col
Rivers. Gayles.
John. Thomas.
Neil. Nun. N G.
I.B.Farris. W.M.Da
W.M.Dagnal.
Henry. Blevins.
Jas White.
Bob. Cosby.
Chas Boyway.
George . Allen.
Van. Jackson.
Connie. Smith.
John. Lang.
Walter. Lang.
Shield. Lang.
Dave. Jefferson.
Jack. Richerson.
Farley. Bray.
Dock. West.
Dan. Wasley.
Chas. Henderson.
Mark. Duncan.

Natl file

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DIVISION OF CONCILIATION

White Names	Colored Names
Boss. Johnson.	S.P.Smith.
Sandy. Moreland.	Johnie. Roberen.
C.E. Malone.	Dave. Williams.
Pat. H.Roach.	J.C.Bell.
J.K.Brandon.	Jas. Washington.
Jack. Kimball.	George. Towsend.
James. McMillen.	Virgis. Bell.
Vance. Holsenback.	Jack. Toplis.
Will. Ashworth.	Dave. Allen.
Lon. Bales	Will. Pace.
Steve Billits	Will. Murray.
Calvin. Smith.	John. Black.
John. Smith.	Will. Dunlap.
Will. Johnson.	Pete. Jemison.
Johnie. Boyes.	John. Ross.
Bob. Usher.	Joe. Smith.
Tom. Waine.	Will. Cox.
Dennis. McMahon.	S.H.Hopper.
Henry. Howard.	J.W.Johnson.
Pink. Jenkins.	J.W.Denson.
William. Jenkins.	George. Yancey.
	Anthony. Morgan.
	Hugh. Collins.
	Willie. Collins.
	Sam. Collins.
	Tom. Jones.
	Dan. Evans.
	Bennie. Williams.
	Eddie. Roberson.
	Calvin. Sherars.
	Walter. Shers.
	Will. Shears.
	Sam. Johnson.
	Anderson. Frazier.
	Grant. Locket.
	George. Day.

These is the men that I have seen since I stared on my Job. I shall go before the Pratt Coal Co. and also before the T.C.I.Co,tomorrow Morningto see what can be done fot these men. Trusting to my God that I can do something for them.

Sincerely. Your Friend.

J. K. Thomas

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DIVISION OF CONCILIATION

Ensley, Ala.
1807-30 St. May 16th 1921

Hon H.L.Kerwin.
Director of Conciliation.
Department of Labor.
Washington, D.C.

Dear Sir ;
The following is a list of the men who is unemployed .

Wylam, Ala.

John, Comble.
Mick. Milko.
Bob. Walker.
W.M.Vance.
Joe. Woodman.
James Barkley.
Steve. Stino.
Adam. Hudack.
David. McCrorie.
W.D.Miller.
John.Nelson.
John.Jaynes.
Frank Murphy.
Frank. Scarvoy.
Hugh. Montgomery. Family of Nine.
Gib. Muir.
Bob. Kelso.
Joe.Clark.
Fred.Smith.
Abe. Patton.
W.C.Brown.
Joe.Barkley.
Wm, Long.
Adam. Turk.
Adam.Stino.
Joe. Shillins.
Wm. Six.
W.B.Howell.
W.M.Freadway.
Charles.Cherry.
Jas. Vance. Col.
Clem. Henderson.
Louis. Bousack.
E.J.Lavies.
C.H.Patterson.

L.F.Fitts.and Brothers.

Lee. Richerden. Col
Rich. Summerville.
Charls. Bonner.
Tom. Jones
Charls. Woods
G.W.Bougers
Albert. Foreman.
Ed. Cook.
Louis. Waggner.
J.D.Johnston.
Frank. Carl.
Henry .B.Moore.
Howard.Stafford.
Geo. Easley.

Charls. Hayes.

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
[redacted]SHINGTON

Respectfully referred to

Kerwin

by direction of the Secretary.

ARTHUR E. COOK,
Private Secretary.

noted
file
K

P. COLFAX RAMEAU
GRAND PRESIDENT

BRO. J. G. GARDNER
1ST GRAND V-PRES.

REV. ALLEN GARDON
2ND GRAND V-PRES.

BRO. G. W. MYATT
SECRETARY-TREASURER

REV. T. R. GAINES
GR. CHM. WELFARE BOARD

REV. THOS. HARRIS
CHM. BOARD ORGANIZERS

"Ye Shall Know the Truth, and the Truth Shall Make You Free"

Southern Federation of Afro-American Industrial Brotherhood, Inc.

GENERAL ASSEMBLY AND WOMEN'S REST ROOM
1717½ THIRD AVENUE

WORKMEN'S CHRONICLE
OFFICIAL ORGAN

Birmingham, Ala. May 23rd, 1921.

MAY 25
SECRETARY'S
OFFICE

MAY 26 '21
CHIEF CLERK
DEPT. OF LABOR

Mr. James J. Davis.
Secretary of Department of Labor.
Washington, D.C.

Honorable Sir:-

The writer would not have anything to say relative to the request made to your Department by the American Civil Liberties Union to investigate conditions in Alabama coal fields if he did not know the every inception of the United Mine Workers of America in this our State's mining industry; and again, if the man power of the Alabama mining industry were not more than 76 per cent mined by men of my race.

And too, I might add that this Organization is wholly ignorant of general conditions and the tactics of the United Mine Workers of America as relates to the members of race working and living in the mining communities of Alabama.

Time and space will not permit me to go into details of the treatment of my people by this institution known as the United Mines Workers from their inception in the coal fields of Alabama in 1894 under the leadership of one Bill Fairley to the present date by one Van Bittner, the last one on the Pharaoh's of the Nineteenth Dynasty of the United Mine Workers of America, but it is my purpose to give you a brief sketch of their trail of violence, death and hell wrought, not only in the devastation of property, but also in life.

In the out-set, permit me to say, that I am not in love or neither do I and the masses of the Negro miners condone in many instances many of the injustices heaped upon them by many of the Captains of industry, but I can truthfully say, that general work and living conditions are more than 80 per cent better today than they were a decade ago; and too, living conditions especially in more than 7.10 of the mining communities are by far more sanitary than the homes of thousands of the members of my living in the City of Birmingham, or any other Southern City and many of the North.

#2nd, Department of Labor.

During the summer of 1894 nothing more than [illegible]mere lad striving to make my way through college, motherless and fatherless, I entered the mining industry in the "Blue Creek" section as a "Trapper" in the employment of the late Col. Henry DeBardeleben, and the autumn of that year the United Mine Worker of America under the leadership of one Bill Fairley wormed its way into the fabric of the industrial life of the coal industry of the State of Alabama:

From that day more than a quarter of a century, socialism and anarchy doctrine have been disseminated among the members of race, which has been the means of inciting them in many instaances to violence, devastation of life and property, as there have been any number of strikes and walkouts, which in the last analysis my people were the main suffers.

No doubt this is one of the most momentous years since the dark days of Reconstruction following that terrible Civil War between the States, and the Negro has not only become a great economic factor in the South, but throughout this entire Republic; but notwithstanding that fact, the United Workers of America or the American Federation of Labor with their radical socialistic and communistic doctrine as pertains to industry cannot help the Negro race in the South or any other section of this Country, only to the penitentiary and the electric chair;

And more yet when he join in the ranks of either one of these labor organizations he cannot be anything more than a "Catspaw" to pull nuts out of the fire for the Labor Barons: These organizations have to a great extent been the means of the Southern Negro loosing his political franchize, and now they are striving to make again, an industrial physicla slave. You and other leading members of Great Race who have always played the part humanitarians have an opportunity today as you have never had since the signing of the sacred document that liberated my people and there by was the means of me being born during the days of freedom.

My people need an organization, but a seperate and distinct industrial organization, and the inter-racial co-operation, that will enable us to train conservative, unselfish Negro leaders. Therefore, the greatest help that can be given my people, is to assist in the development of these leaders, and this cannot be done within the ranks of the United Mine Workers of America or the American Federation of Labor, as it is an undeniable fact, wholesome efficient Negro ideals must be created by men and women of Negro blood.

These ideals may be assisted from without, but cannot be superimposed. Masters may be aliens, but leaders must be patriots. Leaders must know the people they lead.

When the Creator of mankind wanted a leader for the Jews He called Moses; when He wanted a leader for the English He called Cromwell; when He wanted a leader for America He called Washington, Lincoln and Roosevelt, and when He wanted a leader for the American Negro He called Douglas and Washington, and we are pleading with you and your great Party to help us to train sane, conservation Christian Negro Americans that will

know his people, and if he know them he will follow in the foot-steps of Douglas and Washington and give to America 100 per cent Americans.

Finally, I say to you on behalf of more than 90 per cent of the Negro Negro mines living and working in the coal fields of Alabama that we do not want anything to do with the United Mine Workers of America, and we are perfectly satisfied with the Governors decision rendered in the Alabama coal strike Feburary 22nd 1921, A.D.

Governor Kilby rendered a decision that met the hearty approval of more than 90 per cent of the Negro miners of Alabama for each one know that if he had rendered any other they and their children would have been doomed to industrail slavery, for they would have been nothing more than hewers of wood and drawers of water in the mining industry of Alabama for those Labor Barons of the United Mine Workers.

The principles of industrial freedom, based on the teaching of Jesus Christ, ere everlasting, but each individual, as well as an organization must make their application to New Questions that arise with each epoch; that is to say, they must be met men like you with the Christian principles of Christian organized governemnt, and thereby we will be able to stamp out this "Union Socialism which is a twin brother to anarchy.

Thanking you for your time I have taken, and hoping this may be of some material service to you in dealing with the situation in the coal fields of Alabama, I beg to remain,

Yours for God and Negro Uplift.

P. Colfax Romeau

170
1142

(C O P Y)

THE WHITE HOUSE
WASHINGTON

JUN 1 '21
CHIEF CLERK
DEPT. OF LABOR

May 25, 1921.

Personal

My dear Mr. Secretary:

Thank you so much for the note of May twenty-fourth, conveying to me the memorandum covering the Alabama coal strike. It is gratifying to know that you always have such important and pressing problems intelligently before you. It delights me to know that the country is finding itself growing in confidence in you, because of the things you are doing from day to day.

Very sincerely yours,

(Signed) Warren G. Harding.

The Honorable
The Secretary of Labor
Washington, D.C.

(Original with Secretary's
"White House" file.)

170
1182

May 26, 1921.

Mr. B. Colfax Rameau, Grand President,
Southern Federation of Afro-American,
Induatrial Brotherhood, Inc.,
1717½ 3rd Avenue,
Birmingham, Ala.

Dear Sir:

On behalf of Secretary Davis, permit me to acknowledge receipt of your letter of the 23rd instant, regarding the coal mining situation in the State of Alabama. I have noted carefully what you have to say concerning the United Mines Workers of America.

The Department of Labor has recently conducted a quiet investigation of conditions in the mining industry of that state, and is hopeful that a more satisfactory situation will soon prevail.

I want to thank you for the interest you have manifested in the subject and for the information contained in your letter.

Very truly yours,

EXACT COPY AS SIGNED BY H. L. KERWIN
MAILED BY
Director of Conciliation.

c/b

NATIONAL COMMITTEE
JANE ADDAMS, Chicago, Ill.
HERBERT S. BIGELOW, Cincinnati, O.
SOPHONISBA P. BRECKINRIDGE, Chicago, Ill.
ROBERT M. BUCK, Chicago, Ill.
JOSEPH D. CANNON, New York City
PARLEY P. CHRISTENSEN Salt Lake City, Utah
JOHN S. CODMAN, Boston, Mass.
LINCOLN COLCORD, Washington, D. C.
JAMES H. DILLARD, Charlottesville, Va.
JAMES A. DUNCAN, Seattle, Wash.
CRYSTAL EASTMAN, New York City
JOHN LOVEJOY ELLIOTT, New York City
EDMUND C. EVANS, Philadelphia, Pa.
EDWARD W. EVANS, Philadelphia, Pa.
WILLIAM M. FINCKE, Katonah, N. Y.
JOHN A. FITCH, New York City
ELIZABETH GURLEY FLYNN, New York City
WILLIAM Z. FOSTER, Chicago, Ill.
FELIX FRANKFURTER, Cambridge, Mass.
ERNST FREUND, Chicago, Ill.
PAUL J. FURNAS, New York City
ANDREW FURUSETH, Washington, D. C.
A. B. GILBERT, St. Paul, Minn.
NORMAN HAPGOOD, Washington, D. C.
ARTHUR GARFIELD HAYS, New York City
MORRIS HILLQUIT, New York City
JOHN HAYNES HOLMES, New York City
FREDERIC C. HOWE, Washington, D. C.
B. W. HUEBSCH, New York City
JAMES WELDON JOHNSON, New York City
HELEN KELLER, Forest Hills, L. I.
AGNES BROWN LEACH, New York City
ARTHUR LESUEUR, St. Paul, Minn.
HENRY R. LINVILLE, New York City
ROBERT MORSS LOVETT, Chicago, Ill.
ALLEN MCCURDY, New York City
MARY MCDOWELL, Chicago, Ill.
GRENVILLE S. MACFARLAND, Boston, Mass.
OSCAR MADDOUS, Manhasset, L. I.
JUDAH L. MAGNES, New York City
W. J. M. A. MALONEY, New York City
ANNE MARTIN, Reno, Nevada
JAMES H. MAURER, Reading, Pa.
JOHN D. MOORE, New York City
A. J. MUSTE, New York City
SCOTT NEARING, New York City
JULIA S. O'CONNOR, Boston, Mass.
WM. H. PICKENS, New York City
JOHN NEVIN SAYRE, Katonah, N. Y.
ROSE SCHNEIDERMAN, New York City
VIDA D. SCUDDER, Wellesley, Mass.
SEYMOUR STEDMAN, Chicago, Ill.
HELEN PHELPS STOKES New York City
NORMAN M. THOMAS, New York City
EDW. D. TITTMANN, Hillsboro, N. M.
WM. S. U'REN, Portland, Ore.
OSWALD GARRISON VILLARD, New York City
B. CHARNEY VLADECK, New York City
L. HOLLINGSWORTH WOOD, New York City
GEORGE P. WEST, San Francisco, Cal.
BISHOP CHARLES D. WILLIAMS, Detroit, Mich.

Free Speech *Free Press* *Free Assemblage*

American Civil Liberties Union

138 West 13th Street, New York City

Chelsea 0340

241

AFFILIATED DISTRICT ORGANIZATIONS

Chicago Civil Liberties League, Room 303, 156 W. Washington St., Chicago, Ill.
Youngstown Workers Defense League, 1432 West Federal St., Youngstown, O.
Portland Civil Liberties Union, 247½ Stalk St., Portland, Oregon
New England Civil Liberties Committee, 44 Edgehill Road, Brookline, Mass.
Workers' Defense Union, 7 East 15th Street, New York City
Workers' Defense Union of Baltimore, 135 South Broadway, Baltimore, Md.
Pittsburgh Civil Liberties Union, 2404 Fifth Avenue, Pittsburgh, Pa.
Philadelphia Civil Liberties Committee, 1301 Morris Bldg., Philadelphia, Pa.

OFFICERS

Chairman
HARRY F. WARD, New York
Vice-Chairmen
DUNCAN MCDONALD, Illinois
JEANNETTE RANKIN, Montana
Treasurer
L. HOLLINGSWORTH WOOD
Directors
ALBERT DESILVER
ROGER N. BALDWIN
Counsel
WALTER NELLES
Field Secretary
LUCILLE B. MILNER
Washington Correspondent
HENRY R. MUSSEY

Attorneys and correspondents in leading cities.

May 17, 1921.

MAY 18 '21
CHIEF CLERK
DEPT. OF LABOR

Hon. James J. Davis,
Secretary of Labor,
Washington, D. C.

Sir:

We beg to call to your attention the condition in the Alabama coal mining field around Birmingham following the conclusion of the strike of the miners under an award by the Governor of the state.

Since April 9th, all relief of the striking miners by the International Union Office has stopped; the condition of the tent colonies in which they are living is miserable; their organization is unable to cope with the tremendous need, and the public authorities do nothing.

We call this condition to your attention because we believe it justifies an immediate and searching investigation by the Department of Labor. We understand that an agent of the Department has been dispatched to Alabama to make a report, but we assume that this is a private report for the information of the Department and will not be made public. What we ask is a full public inquiry conducted by the Department in view of the following conditions.

1. During the strike from September 1920 to February 1921, the whole power of the state government was thrown against the workers to crush their effort to obtain decent conditions and the right of organization. The Governor sent in eleven companies of State Militia under command of the Adjutant General of the State, who dominated the district during the strike. He forbade public meetings and issued orders violating freely rights guaranteed by the Constitution.

2. The strike was ended by an arbitrary and one-sided award on the part of the Governor, who disre-

Hon. James J. Davis. May 17, 1921.

garded altogether the claims of the miners, and regardless of merit, rendered an award favorable in every respect to the operators. The decision settled no issue whatever and the economic conflict remains unchanged.

3. The mining towns around Birmingham are for the most part company-owned. Workers cannot own their own homes, even though they might be in a position to purchase them. Some of the villages are surrounded by high barbed-wire fences and guards prevent persons from leaving or entering without permits.

4. A spy system is maintained by the employers to single out workers joining the Miners Union and a relentless anti-union blacklist has forced hundreds of men into idleness and pauperized thousands of innocent women and children.

These statement of fact, based upon information received by us from reliable sources, represent the conditions which call for investigation. We need not allude to the cases of gross injustice and brutality arising during the strike for those are before the local courts. In one case we may say, however, that soldiers took from a jail a miner there held as prisoner and lynched him. The first trial of these men resulted in a disagreement.

As American citizens interested in the rights of labor to organize, strike and picket as essential guarantees of orderly progress, we appeal to you to make this investigation at the earliest possible date so that the people of the United States may know the conditions in Alabama today, and may have an opportunity to place the blame where in their opinion it may belong.

Very respectfully yours,

AMERICAN CIVIL LIBERTIES UNION.

By Harry F. Ward
Chairman.

Albert De Silver
Director.

Mary E. McDowell,
Joseph D. Cannon,
John A. Fitch,
James H. Maurer.
Oswald Garrison Villard

BS&AU
12646

170
1182

June 8, 1921.

Mr. Harry F. Ward, Chairman
American Civil Liberties Union,
138 West 13th Street,
New York City.

My dear Sir:

In reply to your letter of the 6th instant, concerning conditions in the bituminous coal fields of Alabama and your suggestion that the Department conduct an investigation to reveal the cause of recurring conflicts there, I have to advise that it is not a function of the Department of Labor to conduct such an investigation. The Secretary of Labor has authority to act as mediator and to appoint Commissioners of Conciliation whenever in his judgment the interests of industrial peace may require it to be done. These Conciliators, however, act as peace makers rather than investigators.

Senatorial investigations have been made at various times of situations closely paralleling those in the Alabama coal fields. It appears that an investigation such as you have in mind would have to be made by a Senatorial committee.

Very truly yours,
EXACT COPY AS SIGNED BY H. L. KERWIN
MAILED BY
Director of Conciliation.

C/b

U. S. DEPARTMENT OF LABOR
DIVISION OF CONCILIATION
823-4 WASHINGTON BLDG.
311½ S. SPRING STREET
LOS ANGELES, CALIFORNIA

OFFICE OF
ADJUSTER
OIL INDUSTRY
CALIFORNIA

170/1182

June 7, 1921.

Mr. H. L. Kerwin,
Director of Conciliation,
Department of Labor,
Washington, D. C.

My dear Mr. Kerwin:-

Confirming wire to you today regarding Alabama situation, I enclose copy of telegram.

I take it for granted that as the fiscal year will soon end, you do not want to spend any money that can be avoided in the meantime; hence don't think it will be necessary to find a substitute for Mr. Thomas before the first of July.

Will keep in touch with the situation by mail in the meantime, and should you hear anything requiring attention, kindly advise.

Yours sincerely,

Aywel Davies

D/d

Noted by K.
file
S

NATIONAL COMMITTEE
JANE ADDAMS, Chicago, Ill.
HERBERT S. BIGELOW, Cincinnati, O.
SOPHONISBA P. BRECKINRIDGE, Chicago, Ill.
ROBERT M. BUCK, Chicago, Ill.
JOSEPH D. CANNON, New York City
PARLEY P. CHRISTENSEN Salt Lake City, Utah
JOHN S. CODMAN, Boston, Mass.
LINCOLN COLCORD, Washington, D. C.
JAMES H. DILLARD, Charlottesville, Va.
JAMES A. DUNCAN, Seattle, Wash.
CRYSTAL EASTMAN, New York City
JOHN LOVEJOY ELLIOTT, New York City
EDMUND C. EVANS, Philadelphia, Pa.
EDWARD W. EVANS, Philadelphia, Pa.
WILLIAM M. FINCKE, Katonah, N. Y.
JOHN A. FITCH, New York City
ELIZABETH GURLEY FLYNN, New York City
WILLIAM Z. FOSTER, Chicago, Ill.
FELIX FRANKFURTER, Cambridge, Mass.
ERNST FREUND, Chicago, Ill.
PAUL J. FURNAS, New York City
ANDREW FURUSETH, Washington, D. C.
A. B. GILBERT, St. Paul, Minn.
NORMAN HAPGOOD, Washington, D. C.
ARTHUR GARFIELD HAYS, New York City
MORRIS HILLQUIT, New York City
JOHN HAYNES HOLMES, New York City
FREDERIC C. HOWE, Washington, D. C.
B. W. HUEBSCH, New York City
JAMES WELDON JOHNSON, New York City
HELEN KELLER, Forest Hills, L. I.
AGNES BROWN LEACH, New York City
ARTHUR LESUEUR, St. Paul, Minn.
HENRY R. LINVILLE, New York City
ROBERT MORSS LOVETT, Chicago, Ill.
ALLEN MCCURDY, New York City
MARY MCDOWELL, Chicago, Ill.
GRENVILLE S. MACFARLAND, Boston, Mass.
OSCAR MADDOUS, Manhasset, L. I.
JUDAH L. MAGNES, New York City
W. J. M. A. MALONEY, New York City
ANNE MARTIN, Reno, Nevada
JAMES H. MAURER, Reading, Pa.
JOHN D. MOORE, New York City
A. J. MUSTE, New York City
SCOTT NEARING, New York City
JULIA S. O'CONNOR, Boston, Mass.
WM. H. PICKENS, New York City
JOHN NEVIN SAYRE, Katonah, N. Y.
ROSE SCHNEIDERMAN, New York City
VIDA D. SCUDDER, Wellesley, Mass.
SEYMOUR STEDMAN, Chicago, Ill.
HELEN PHELPS STOKES New York City
NORMAN M. THOMAS, New York City
EDW. D. TITTMANN, Hillsboro, N. M.
WM. S. U'REN, Portland, Ore.
OSWALD GARRISON VILLARD, New York City
B. CHARNEY VLADECK, New York City
L. HOLLINGSWORTH WOOD, New York City
GEORGE P. WEST, San Francisco, Cal.
BISHOP CHARLES D. WILLIAMS, Detroit, Mich.

Free Speech *Free Press* *Free Assemblage*

American Civil Liberties Union

138 West 13th Street, New York City

Chelsea 0340

241

AFFILIATED DISTRICT ORGANIZATIONS
Chicago Civil Liberties League, Room 303, 156 W. Washington St., Chicago, Ill.
Youngstown Workers Defense League, 1432 West Federal St., Youngstown, O.
Portland Civil Liberties Union, 247½ Stalk St., Portland, Oregon
New England Civil Liberties Committee, 44 Edgehill Road, Brookline, Mass.
Workers' Defense Union, 7 East 15th Street, New York City
Workers' Defense Union of Baltimore, 135 South Broadway, Baltimore, Md.
Pittsburgh Civil Liberties Union, 2404 Fifth Avenue, Pittsburgh, Pa.
Philadelphia Civil Liberties Committee, 1301 Morris Bldg., Philadelphia, Pa.

OFFICERS
Chairman
HARRY F. WARD, New York
Vice-Chairmen
DUNCAN MCDONALD, Illinois
JEANNETTE RANKIN, Montana
Treasurer
L. HOLLINGSWORTH WOOD
Directors
ALBERT DESILVER
ROGER N. BALDWIN
Counsel
WALTER NELLES
Field Secretary
LUCILLE B. MILNER
Washington Correspondent
HENRY R. MUSSEY

Attorneys and correspondents in leading cities.

June 6, 1921.

Mr. H. L. Kerwin,
Department of Labor,
Washington, D. C.

Dear Mr. Kerwin:

Thank you for your letter in regard to the investigation of conditions in Alabama. I appreciate what the Department of Labor has done, but it is not precisely the kind of activity to which we called your attention as necessary to influence the local and other authorities to action.

May we therefore renew our suggestion of a public investigation by the Department of Labor of the basic conditions obtaining in the industrial district around Brimingham, with a view to revealing to the whole country the causes of recurring conflict there?

If the Department of Labor is not equipped to make such an investigation and public report, we should appreciate being so advised so that we may turn our efforts to an investigation by a Congressional committee.

Very sincerely yours,

Harry F. Ward

Chairman.

HFW:BB

BS&AU
12646

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DIVISION OF CONCILIATION

June 3, 1921.

170/1142

Harry F. Ward, Chairman,
American Civil Liberties Union,
138 West 13th Street,
New York City.

Dear Sir:

Reply to your letter of the 17th ultimo has been delayed owing to the fact we have been tied up in numerous and protracted conferences in an endeavor to arrange a settlement of the strike of Marine Workers.

The Department is in close touch with the situation in the Alabama coal fields. A representative was detailed on the case previous to the settlement of the strike, and since the settlement a conciliator has quietly looked into the situation. Within the last week or ten days a representative of the Department has been at the scene of the former trouble and has succeeded in securing work for many of the miners whose families were most in need. The industrial depression has hit the bituminous coal trade particularly hard, and this has added to the difficulties, but we are hopeful that an improvement will soon be noted.

Very truly yours,

EXACT COPY AS SIGNED BY H. L. KERWIN
MAILED BY

Director of Conciliation.

DEPARTMENT OF LABOR

TELEGRAM

CHIEF CLERK
FEB 15 '21
DEPARTMENT OF LABOR

WU 3 Q 74 NL. 7x.

Decatur, Ala. 14 Feby, 1921.

Secretary Wilson,

Washington.

Resolution adopted by Federated Crafts, L. and N. Railroad of Albany, Alabama: We endorse the action of W. C. Liller, and request that he be retained in the Alabama coal field until the miners strike is settled. We feel that he is doing justice to all concerned, also that you are capable of selection and sending a man to any State on an occasion of this kind.

E. F. Wilson,

Secretary Shop Federation
L. and N. R. R.

915a Feb. 15

DEPARTMENT OF LABOR

TELEGRAM

CHIEF CLERK
FEB 15 '21
DEPARTMENT OF LABOR

WU2 Q 44 NL 4x

Gadsden, Ala. 14 Feby, 1921.

Secretary of Labor,

Washington.

The people of Gadsden without regard to whether they are for or against labor, or in favor of the retention of William C. Lilley, as conciliator, and only the coal operators and their partisans are in favor of his withdrawal.

Ali Whited,

President of Trades Council

915a Feb15

DEPARTMENT OF LABOR

TELEGRAM

CHIEF CLERK
FEB 16 '21
DEPARTMENT OF LABOR

WU 2 1 Q....40 NL 1x.

Gadsden, Ala. 14 Feb. 1921.

Secretary Labor,

Washington.

As mayor of Gadsden, Alabama, and in official capacity, I wish urge the retention of William C. Liller, as conciliator in the matter of the strike of the coal miners in their differences, with coal operators of our State.

C. A. Stevenson,

Mayor

9a Feb15

DEPARTMENT OF LABOR

TELEGRAM

CHIEF CLERK
FEB 15 '21
DEPARTMENT OF LABOR

WU 4 Q 107 N.L. 7ex.

Decature Ala. Feb14,1921.

HON.W.B.WILSON,

Washington.

Under instructions from the organized crafts of the industrial district of Albany and Decatur, including the seventeen hundred organized craftsmen of the L. and N.R.R.shops, and members of Farmers organization of Morgan County, the undersigned most earnestly urge you in the name of Good Citizenship, principle collective bargaining and Democracy, in industry, that you use your utmost endeavor to have the coal operators in the Birmighham and coalfields receive their striking employees through representatives of their own choosing. We, also, respectfully urge that labor conciliator, William C.Liller be not removed from the State of Alabama.

Respectfully,

W.R.McClusky,
Vice President A.S.F. of L.

920q Feb 15

DEPARTMENT OF LABOR

TELEGRAM

CHIEF CLERK
FEB 15 '21
DEPARTMENT
OF LABOR

WU 5 Q 23-NL 4x

Gadsden, Ala. 14 Feb. 1921.

Secretary of Labor,

Washington.

The officials and people of Gadsden are unanimous in favor of the retention of William C. Lilley as conciliator.

W. E. Henry,

Secretary Car Mens Union.

930a feb15

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT
EVANS BUILDING
1418 NEW YORK AVENUE
WASHINGTON, D. C.
TELEPHONE: MAIN 6600

TELEGRAM

DELIVERY NO.

The Postal Telegraph Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram). 18—50887

FEB 15 1921

Concd.

739

Labor

R6BMJU 53 NL 6 EXA NL 115A

MONTGOMERY ALA FEB 14 1921

HON WOODROW WILSON,
PREST UNITEDSTATES, WASHN DC.

UNDERSTANDING THAT YOU HAVE BEEN REQUESTED TO REMOVE MR WILLIAM C. LILLER CONCILIATOR OF THE DEPARTMENT OF LABOR FROM OFFICE WE RESPECTFULLY URGE THAT HE BE RETAINED IN HIS PRESENT POSITION FOR THE REASON THAT HE HAS BEEN ABSOLUTELY UNBIASED IN HIS HANDLING OF A CRITICAL SITUATION

B J MCCAULEY

SECY CENTRAL LABOR UNION MONTGOMERY ALA

2/16/21-
Noted by Secy.
E.S.H.

RECEIVED
FEB 16
SECRETARY'S
OFFICE

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT
EVANS BUILDING
1418 NEW YORK AVENUE
WASHINGTON, D. C.
TELEPHONE: MAIN 6600

TELEGRAM

DELIVERY NO.

The Postal Telegraph Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram). 18—50887

Concl.

R7BMJU 50 NL NL II EXA NL 116A

MONTGOMERY ALA FEB 14 1921

Labor 753

HON WOODROW WILSON,

PREST OF UNITED STATES, WASHN DC.

UNDERSTANDING THAT YOU HAVE BEEN REQUESTED TO REMOVE MR WILLIAM C. LILLER CONCILIATOR OF THE DEPARTMENT OF LABOR FROM OFFICE MR LILLER GAVE THE SITUATION CORRECTLY AND TRUE AND WE URGE THAT HE BE RETAINED IN HIS PRESENT POSITION.

W H SCOTT

PREST CARPENTER AND JOINERS LOCAL 1796

MONTGOMERY ALA

2/16/23.
Noted by Secy.
E.S.M.

RECEIVED
FEB 16
SECRETARY'S
OFFICE

THE WHITE HOUSE
WASHINGTON

February 14, 1921

RECEIVED
FEB 16
SECRETARY'S
OFFICE

My dear Mr. Secretary:

With the return of the enclosed telegram from Mr. Vann A. Bittner, of Birmingham, Alabama, will you not be good enough to let us have your advice on this matter?

Sincerely yours,

JM Tumulty
Secretary to the President.

Hon. William B. Wilson,
Secretary of Labor.

Enclosure.

POSTAL TELEGRAPH-CABLE COMPANY

NIGHT LETTERGRAM.

R74BIJU 156 NL 7 EXA NL 854P

Birmingham, Ala., Feb. 12,1921.

Woodrow Wilson,
President United States, Washington, D.C.

Governor Thomas E. Kilby of Alabama has publicly announced his inability to bring about any settlement of the strike in the coal fields of Alabama which was inaugurated for the purpose of compelling the coal operators to comply with the award of the Bituminous Coal Commission appointed by you in December, nineteen nineteen. The Governor of Alabama has issued a statement saying that public opinion should demand that the leaders of the United Mine Workers of America, who are citizens of other states, should immediately withdraw from Alabama. The United Mine Workers of America in Alabama have always been willing to abide by the decision of the Bituminous Coal Commission, and we renew the proposition that the President of the United States appoint a Commission to arbitrate the issues involved in the strike of the Alabama coal miners, and the miners agree to abide by whatsoever decision might be rendered.

Vann A. Bittner

Representing the United Mine Workers of America.

DEPARTMENT OF LABOR

TELEGRAM

WU 10 Q 70 Govt. Rate.

Birmingham, Alabama. 10.44pm. Feb.12,1921.

William C.Lilley,

Dep^t Labor, Washington.

Unless I misconstrue your telegram Feby twelfth, you have inaccurately stated my connection with your letter to Governor Kilby. (stop). I revised only last paragraph of your letter, and did not read rest of it until several days later. (Stop). I neither approved, nor disapproved, though I later stated to you main points were substantially correct as I understood them until Darden made explanation (stop). Regret that Governor Kilby made reference to your letter in his telegram to President. Regards.

Victor H.Hanson.

930a Feb. 14th.

JOHN H. FRYE, PRESIDENT.
J. L. COOPER, CASHIER.
JNO. G. FARLEY, ASST. CASHIER.
JOHN L. COX, ASST. CASHIER.
H. H. MONTGOMERY, ASST. CASHIER.

TRADERS NATIONAL BANK

BIRMINGHAM, ALA.

February
Twelfth,
1 9 2 1.

Hon. Oscar W. Underwood,
Care U. S. Senate,
Washington, D. C.

Dear Mr. Underwood:-

A statement has recently appeared in the local papers from William C. Liller, who is understood to be Commissioner of Conciliation in the service of the National Government. This statement relates to the coal situation in the Birmingham district, and to the attitude of the Governor of Alabama with reference to this situation.

Mr. Liller's statement impresses me and a great many other people here as being unfair to the Governor, and so far from having a tendency to conciliate anyone, it has the reverse of that tendency, in that it is calculated to engender strife.

The strike as a strike has been wholly unsuccessful in that more coal is being mined than can be sold, and there is no difficulty in securing a much larger supply of labor than can be used to advantage. Notwithstanding this fact, it has seemed necessary to the State authorities, who are disinterested, to maintain a large military force in the coal fields for the protection of life and property.

The cost to the State, and consequently to the tax payers, in keeping the military here is very great. And it is made necessary by the fact that a small number of men are still striking. As indicated before, the great majority of miners are at work, and statements such as have appeared from Mr. Liller are calculated to be injurious to all interests concerned. And in my judgment no useful purpose can be served by his activities in this district.

Sincerely yours,

JHF-G

170
1182

February 12, 1921.

My dear Mr. Secretary:

I am in receipt of your note of this date, inclosing telegram from Governor Kilby, of Alabama, relative to William C. Liller, United States Commissioner of Conciliation, assigned to the Alabama coal miners strike.

On the 9th instant I directed Mr. Liller to report to the Department in person for the purpose of considering the strike situation. He left Birmingham that night. He has a very bad cold that threatens to develop into influenza, and I will be unable to confer with him for several days.

He has been one of our most efficient Conciliators, and yet it may be that his usefulness in that particular field is at an end. That can only be determined after I have gone carefully into the circumstances.

I suggest, therefore, that you wire the Governor as follows:

> "On February 9th the Secretary of Labor directed Commissioner of Conciliation Liller to proceed to Washington for consultation on the Alabama coal miners strike. He left Birmingham that night, and the Secretary has under advisement the matter of whether or not Mr. Liller will be returned to Alabama."

Cordially yours,

EXACT COPY AS SIGNED BY W. B. WILSON

Del ~~MAILED~~ 2-12 BY messenger

Secretary.

4:30 pm

R.A.H.

Hon. J. P. Tumulty,
Secretary to the President.

MDM/rt

THE WHITE HOUSE
WASHINGTON

February 12, 1921.

RECEIVED
FEB 12
SECRETARY'S
OFFICE

My dear Mr. Secretary:

I enclose a telegram just received from Governor Kilby of Alabama. Will you not be good enough to let us have your advice in this matter?

Sincerely yours,

Secretary to the President.

Hon. William B. Wilson,
Secretary of Labor.

Enclosure.

Alabama Coal file

170
1182

Conciliation

February 9, 1921.

W. C. Lilley,
Tutweiler Hotel,
Birmingham, Ala.

Important you leave tonight for Washington for conference with Secretary on coal situation. Explain to Van Bittner and others that you will be absent for few days and explain reason for reporting to Department.

K RWIN
- - - - - - - - - - - - - - - - - - -

Attest:

Director of Conciliation.

K/c

TELEGRAM

THE WHITE HOUSE,
WASHINGTON.

(10) 211 BM. JU. FD. 135 3 extra 6:31 p.m.

Montgomery, Ala., February 11, 1921.

THE PRESIDENT.

William C. Liller, representing himself to be United States commissioner of conciliation attached to the Department of Labor, has issued a lengthy statement through the press severely critical of my attitude toward the parties to the strike of coal miners in this state. This is not his first offense. On January twenty-ninth he addressed to me a letter so insulting in its character that he later asked me to ignore its contents and return it to him. Mr. Liller has shown himself to be biased partisan and utterly unfitted as a conciliator or peacemaker. I respectfully request, in the interest of harmony and peace among our people and for the protection of the dignity of the state of Alabama and its chief executive, that Mr. Liller be immediately withdrawn from this state.

Thomas E. Kilby, Governor of Alabama.

Chief Clerk

Governor Kilby, of Alabama, as arbitrator of the strike of the United Mine Workers of America in the Alabama coal fields, found that the United Mine Workers of America, A. F. L., had called the strike in deliberate violation of its agreement and that the strike was illegal and immoral. He said, "It proves beyond cavil that the written contract or obligation of the United Mine Workers of America cannot be relied on and that recognition of the union would give no assurance of industrial peace. It is rather difficult to understand how such a large number of men could be induced so deliberately to disregard such an obligation of honor." He speaks of the miners having been deceived by their leaders and of the union counselling and directing violation of the laws of Alabama and of opposing all welfare work because it tended to draw the employer and employee into closer relations. He finds against the contention that all the striking miners should be given back their old places through the discharge of the men who had taken them, and says that would be to "penalize loyalty that wrong might be rewarded." He finds that the sub-contract system to which the union objected was a protection to inexperienced miners and gave them experience and so was a good thing. He speaks of the union's attempt to force recognition as an effort to impose the will of the minority on the majority.

This is merely one of many exposures of the United Mine Workers of America, A. F. L., as an organization which, through the methods of its present leaders, is criminal and undemocratic and opposed to public interest. It should have either an entire change of leaders and methods or be abolished in the interest of the public, for in the past is has hesitated at no crime against the public interest that served the purpose of its leaders, and has constantly rewarded criminals who committed crimes against the public.

F. R. Welsh.

File Box

170
1182

DEPARTMENT OF LABOR

TELEGRAM

1 10 / 1182 C V

WU.....14 Q....71 Collect. Govt.

HO....Birmingham, Ala. 835pm. Feb.9,1921.

Hugh Kerwin,

Washington.

Message just received. My physical condition and inability secure reservations, make it impracticable leave here tonight. Will proceed soon as possible. Gov. Kilby issued public statement to-day, which grossly misrepresents situation, and orders miners officials leave the State, stating, however, there is no law to compel them do so; but appealing for public opinion bring about that result. This statement is not only unwise, but untimely, and conducive to violence.

Lilley.

950a Feb.10

TWM

DEPARTMENT OF LABOR

TELEGRAM

170/11 82

17Po Da. 35 Government Collect

Montgomery Ala Feb. 9, 1921

Hugh L. Kerwin

Washington.

Had another conference with Governor Kilby today. He feels that he can do nothing at this time, but intends issuing statement to Gristalize public opinion in hopes of bringing about settlement leaving for Birmingham.

Liller

4 P. M.

Tel

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DIVISION OF CONCILIATION

1770
1850

Enroute to
Birmingham
3/4/21

My dear Mr Kenoin:

In the absence of Mr G. B. McCormick, who is in California for his health, and by reason of the refusal of Governor Kelby to take any stand I can see little reason for remaining in Birmingham any longer.

I have not been feeling too well for several days. Caught a very heavy cold, as it seems to be

Tub
&

getting worse instead!
of better, and as I want
to guard against an
attack of the "flu" or
Pneumonia have concluded
it may be best to go
home for several days
and get rested up and
then come to Washing-
ton for a conference with
you, if agreeable.

With kindest regards
and all good wishes,
Sincerely and cordially
Wm. G. McAdoo

UNITED MINE WORKERS OF AMERICA

John L. Lewis, President. Affiliated with A.F.of L.

Office of the President.
Indianapolis, Indiana.

February 5,1921.

Mr. John Moore,
Mr. Walter J. James,
Legislative Representatives,
United Mine Workers of America,
Washington,D.C.

Gentlemen:

Enclosed find original correspondence from Mr. Van A. Bittner, Chief Representative of the International Union in charge of the strike in District 20, comprising the State of Alabama. You will note in this correspondence a copy of a confidential letter written by Honorable William C. Liller, United States Commissioner of Conciliation, to Honorable Thomas E. Kilby,Governor of Alabama. This communication, in a most startling way, depicts the conditions which now exist between the two parties to the strike in that state. Among other things, Colonel Liller states that 75 per cent of the operators in Alabama would be glad to acquiesce in the proposition of settlement secured by him from the mine workers' representatives. The organized Policy Committee of the Operators' Association, in reality representing a minority of the sentiment, seemed to stand in the way of an adjustment upon the proposed basis. It occurs to me that this is an astonishing condition of affairs and upon the face of it it seems that there should be some way in which the majority of the operators could release themselves from the influence of the Committee in control and participate in joint efforts to secure an adjustment of the entire unhappy situation. I am, therefore, requesting each of you gentlemen to arrange if possible a confidential interview with Honorable W. B. Wilson, Secretary of Labor, to discuss the matter with him in its intimate phases and determine whether there is any further action which the Federal Government might take in view of these specific circumstances set forth in the letter of Colonel Liller. I feel assured that Secretary Wilson would be delighted to discuss the matter with you in detail and give you his candid opinions concerning the practicability of further efforts along this line. Kindly arrange such a conference at the earliest possible date and at your early convenience advise me of any particular developments.

The situation in Alabama is most unhappy. Last week the Supreme Court of that state rendered judgment affecting the eviction cases of 1500 families and within a few days this judgment will be executed and the only shelter available for these destintute people will be such as is provided by our organization. Other judgments of similar nature will in the natural course of events follow and conditions are approaching an acute period. Public feeling is intense and the bitterness of the mine workers is naturally increasing as the days go by and justice is denied them. I feel it my duty to take every step possible to facilitate a settlement of this strike upon an honorable premise and you may feel free to assure the distinguish-

ed Secretary of Labor that this office will gladly cooperate in any practical and honorable way.

This matter must, of course, be treated with the greatest of confidence and I shall rely implicitly upon the judgment of each of you gentlemen in the handling of same.

Please convey to Secretary Wilson my most sincere compliments and accept same yourself.

Very truly yours,

(Signed) John L. Lewis

President.

L:G
Encs.
Please return original correspondence herewith enclosed.
J.L.L.

United Mine Workers of America

JOHN L. LEWIS
PRESIDENT

AFFILIATED WITH
A. F. OF L.

OFFICE OF THE PRESIDENT
Indianapolis, Indiana

February 5, 1921.

Mr. John Moore,

Mr. Walter J. James,
Legislative Representatives,
United Mine Workers of America,
Washington, D. C.

Gentlemen:

Enclosed find original correspondence from Mr. Van A. Bittner, Chief Representative of the international union in charge of the strike in District 20, comprising the State of Alabama. You will note in this correspondence a copy of a confidential letter written by Honorable William C. Liller, United States Commissioner of Conciliation, to Honorable Thomas E. Kilby, Governor of Alabama. This communication, in a most startling way, depicts the conditions which now exist between the two parties to the strike in that state. Among other things, Colonel Liller states that 75 per cent of the operators in Alabama would be glad to acquiesce in the proposition of settlement secured by him from the mine workers' representatives. The organized Policy Committee of the Operators' Association, in reality representing a minority of the sentiment, seemed to stand in the way of an adjustment upon the proposed basis. It occurs to me that this is an astonishing condition of affairs and upon the face of it it seems that there should be some way in which the majority of the operators could release themselves from the influence of the Committee in control and participate in joint efforts to secure an adjustment of the entire unhappy situation. I am, therefore, requesting each of you gentlemen to arrange if possible a confidential interview with Honorable W. B. Wilson, Secretary of Labor, to discuss the matter with him in its intimate phases and determine whether there is any further action which the Federal government might take in view of these specific circumstances set forth in the letter of Colonel Liller. I feel assured that Secretary Wilson would be delighted to discuss the matter with you in detail and

and give you his candid opinions concerning the practicability of further efforts along this line. Kindly arrange such a conference at the earliest possible date and at your early convenience advise me of any particular developments.

The situation in Alabama is most unhappy. Last week the Supreme Court of that state rendered judgment affecting the eviction cases of 1500 families and within a few days this judgment will be executed and the only shelter available for these destitute people will be such as is provided by our organization. Other judgments of similar nature will in the natural course of events follow.and conditions are approaching an acute period. Public feeling is intense and the bitterness of the mine workers is naturally increasing as the days go by and justice is denied them. I feel it my duty to take every step possible to facilitate a settlement of this strike upon an honorable premise and you may feel free to assure the distinguished Secretary of Labor that this office will gladly co-operate in any practical and honorable way.

This matter must, of course, be treated with the greatest of confidence and I shall rely implicitly upon the judgment of each of you gentlemen in the handling of same.

Please convey to Secretary Wilson my most sincere compliments and accept same yourself.

Very truly yours,

President.

L:G
Encs.
Please return original correspondence herewith enclosed.

J.L.L.

SCREENED
By KLW NARS, Date 8/25/74

20.

Birmingham, Ala. July 20, 1920.

Mr. H. L. Kerwin,
Asst. to the Secretary,
Washington, D.C.

My dear Mr. Kerwin:

Subject:-Strike of United Mine Workers, District No. 20;
Birmingham Ala. and vicinity.

There are now about 5000 on strike according to the statements of Pres Kennamer of this district. The situation is growing more acute and the miners and operators further apart than ever.

The published statements of the companies, copies herewith submitted gives their side of the controversy.

Pres. Kennamer left last night for Indianapolis to confer with the National Officers of the United Mine Workers.
He stated to me that he was going to request sanction of the Organization to call a general strike in this district.

Since my last visit here Mr. McCormick ha resigned ad President of the Operators Asso. and the officers of the Mine Workers are expecting a fight to the finish over the issues involved.

Pres. Kennamer requests that we take the matter up with Mr. Rembrandt Peale of New York and try and bring about through him a satisfactory adjustment of this affair.

The claim is made that Gun men are being imported into this section by the operators, that the men are being intimidated in every way and that the situation is bordering on riot.

The secretary of the Alabama Federation of Labor Mr. Lewis Bowen informs me that when the miners were holding a meeting at Townley, Ala. that the Mayor of the town had to swear in a dozen deputies to protect the miners at their meetingfrom the hired thugs of the company.

As stated in my previous report there is no coal on the market in this vicinity. Now 2000 more men are out; Pres. Kennamer asking sanction to call a strike through out the District, some industries already shut down, the Operators refusing to deal with the organization, has brought about a condition that is serious indeed.

I will attempt to secure some action through Mr. Peale if possible leaving Sheffield Ala. the 21st inst for New York, Continential Hotel.

Respectfully yours,

Commissioner of Conciliation.

Birmingham, Ala. July 20, 1920.

Mr. L. Kerwin,
Asst. to the Secretary,
Washington, D.C.

My dear Mr. Kerwin:

Subject:-Strike of the Untited Mine Workers, District No. 20;
Birmingham Ala. and vicinity.

There are now about 5000 on strike according to the statements of Pres Kennamer of this district. The situation is growing more acute and the miners and operators further apart than ever.

The published statements of the companies, copies herewith submitted gives their side of the controversy.

Pres. Kennamer left last night for Indianapolis to confer with the National Officers of the United Mine Workers.
He stated to me that he was going to request sanction of the Organization to call a general strike in this district.

Since my 1st visit here Mr. McCormick has resigned as President of the Operators Asso. and the officers of the Mine Workers are expecting a fight to the finish over the issues involved.

Pres. Kennamer requests that we take the matter up with Mr. Rambrandt Peale of New York and try and bring about through him a satisfactory adjustment of this affair.

The claim is made that Gun men are being imported into this section by the operators, that the men are being intimidated in every way and that the situation is bordering on riot.

The secretary of the Alabama Federation of Labor, Mr. Lewis Bowen, informs me that when the miners were holding a meeting at Townley, Ala. that the Mayor of the town had to swear in a dozen deputies to protect the miners at their meeting from the hired thugs of the company.

As stated in my previous report there is no coal on the market in this vicinity. Now ~~there are~~ 2000 more men are out; Pres. Kennamer asking sanction to call a strike through out the District, some industries already shut down, the Operators refusing to deal with the organization, has brought about a condition that is serious indeed.

I will attempt to secure some action through Mr. Peale if possible leaving Sheffield Ala. the 21st inst for New York, Continential Hotel.

Respectfully yours,
signed J.W. Bridwell.

Commissioner of Conciliation.

July 28, 1920.

Mr. Ben Kirk,
Corona, Ala.

My dear Sir:

Receipt is acknowledged of your letter of the 26th ultimo, regarding the labor situation at Corona. It appears that the coal miners' difficulties in that city are the same as those existing generally throughout the Alabama fields. Commissioner Bridwell who was detailed to take up the matter has been in conference with Mr. J. R. Kennamer, President of District No. 20, United Mine Workers of America, and has also taken up the situation with the international officers at Indianapolis, and the representatives of the operators in New York City.

The case at Corona was not made specific because it was a part of the general situation, and if an understanding could be secured covering the entire state, the Corona difficulties would adjust themselves. The Department is still in touch with the entire matter and hopes soon to arrange a satisfactory adjustment.

Referring to the Florence matter to which you refer in your letter, I have to advise that this case was independent of the coal mining controversy, and Mr. Bridwell was sent there in an endeavor to straighten out a situation which has been prevailing thereafter some time.

Very truly yours,

EXACT COPY AS SIGNED BY H. L. KERWIN
MAILED BY

Assistant to the Secretary.

C/b

Corona, Alabama.
July 26, 1920

Mr.H.L. Kerwin,
Assistant to the Secretary,
Department of Labor,
Washington, D.C.

Dear Sir:

Please permit me to acknowledge receipt of your letter of the 30th ult, in answer to mine of the 12th. relative to the differences existing between the Corona Coal Company and its miners at Corona, Alabama.

Wish to say, that your reply was very much accepted and the miners are in hope that Commissioner Bridwell will bring about a satisfactory adjustment.

The writer noticed in one of the daily papers the other day that Mr. Bridwell was sent to Florence, Alabama which is about 100 miles north of Corona, and that there seem to have been no trouble existing at that place. As no action has been taken in the complaint made by the Corona miners and the writer, we are led to believe that Mr. Bridwell was mis-guided; however, we are in hopes that something will show-up soon to banish our presumptions.

The company above mentioned have their guards and they are meeting every train with guns; the company also has given the men notices to vacate their houses.

The writer has been a resident of Corona for 22 yrs. and it has always been his desire to help to bring about harmony between both sides.

The miners are very loyal to the government and I am sure they will abide by a just decision, which I am sure will be given by your department.

Thanking you what you have already done and that you can and might do.

Respectfully yours,
Denson
Committeeman.

7-26-20

C O P Y.

Birmingham, Alabama,
April 22, 1920.

Mr. John P. White,
Bituminous Coal Commission,
Indianapolis, Indiana.

My dear Mr. White:

I am writing you for an interpretation of the Bituminous Coal Commission's Award wherein it provides for a flat increase of $1.00 per day for monthly and day men.

The majority of the coal operators of this district have applied the increases granted under the Award for mining, yardage and dead work, but have only applied a twenty percent increase on the day wage scale. My claim is that they should have applied the $1.00 per day advance as the Award states in exact words. If I am in error in this matter, I would like to know it immediately.

As you are aware, the day wage scale for many classes of labor in and around the mines in the Central Competitive Field was $5.00 per day and the advance of $1.00 per day would of course be just twenty percent to those men, and the operators of this district have taken advantage of that fact and have advanced the day wage scale only twenty percent instead of the $1.00 per day. The day wage in this district was already so far below the scale in the Central Competitive Field that this increase of only twenty percent further widens the differential between these fields.

I feel sure that it was the intention of the Commission that the $1.00 per day advance should apply in this district and have so contended.

Kindly let me hear from you immediately and oblige,

Yours very truly,

(Signed) J. R. Kennamer,

President.

9954

C O P Y.

Indianapolis, Indiana,
May 4, 1920.

Mr. J. R. Kennamer, President,
United Mine Workers of America, District 20,
913 Farley Bldg.,
Birmingham, Alabama.

My dear Mr. Kennamer:

I beg to acknowledge receipt of your letter of April 22. I would have answered sooner, but have been traveling extensively.

In connection with the question you are seeking information on, your position is absolutely correct. The Award of the Commission provides that all day labor and monthly men, except trappers and other boys receiving less than men's wages, shall be advanced $1.00 per day.

It is my understanding also that the Award of the Commission applies to all district throughout the country other than Washington, where exceptions were made in the Award.

With kind regard, I am

Yours very truly,

(Signed) John P. White.

COPY

COPY.

Birmingham, Alabama,
May 13, 1920.

Mr. Henry M. Robinson, Chairman,
Bituminous Coal Commission,
Boston Building,
Pasadena, California.

My dear Mr. Robinson:

I wrote you on April 22 with reference to the $1.00 per day advance granted in the Commission's Award to the bituminous coal miners throughout the country. I addressed your letter to Washington, D. C. in care of the Department of Labor. I was notified by Mr. Reeder, assistant sceretary, that my letter had been forwarded to you at Pasadena, Calif. I am now in receipt of a telegram from Mr. Reeder stating that my letter had failed to reach you, hence I am writing you again on these matters.

The coal operators of Alabama claim to be putting into effect the Award of the Commission, but instead of the $1.00 per day flat increase to day and monthly men, as provided for in Paragraph F. page 54 of the Award, they are granting only a twenty percent increase, claiming that the $1.00 per day advance does not apply to this district. It is my contention that Paragraph F. clearly states that all day and monthly men shall be advanced $1.00 per day; that it means exactly what it says and applies to all bituminous coal producing districts. In order to make sure that I am correct I am asking for your interpretation on this matter.

You will recall that the day wage scale in the Central Competitive field was much higher than in the outlying districts. For instance, in Alabama drivers were receiving $3.44 a day, while in the Central Competitive field they received $5.00 a day, making a differential of $1.56 a day. If the $1.00 a day increase is applied in that field and only 20% in this district, it will further widen the differential making it $1.87. This is giving a great deal of dissatisfaction in this district and several strikes are now in progress in this state and there will be many others over this matter. Many of the operators promise to pay the $1.00 per day flat

COPY.

increase if the Commissioners say that it applies to Alabama as well as to the Central Competitive Field and other fields. I wrote Messrs. Peale and White on the matter and Mr. Peale's reply was that he could not give me an answer for the reason that the operators of this district did not appear before the Commission. Mr. White replied that I was absolutely right and that the operators of this district were entitled to pay the $1.00 per day advance the same as all other bituminous coal operators throughout the country.

My contention is that the Commission was appointed by the President of the United States under an agreement entered into between the representatives of the government and the representatives of the United Mine Workers of America and the miners all over the country returned to work on the President's personal promise that the Commission appointed by him would determine the increase ~~the~~ due the miners of all districts. If the coal operators of Alabama did not appear before the Commission when summoned to do so, that should not, in my judgment, be a barrier to the miners' receiving the Commission's Award.

Hoping to have an immediate reply from you, I am

Sincerely yours,

(Signed) J. R. Kennamer,

President.

C O P Y.

Los Angeles, California,
May 20, 1920.

Mr. J. R. Kennamer, President,
United Mine Workers of America,
Birmingham, Alabama.

My dear Mr. Kennamer:

Acknowledging receipt of your letter of the 13th, I would say that the flat increase of $1.00 a day was fixed in the Central Competitive Field.

The operators in all outlying districts who appeared and agreed to accept the findings and Award of the Commission, by appearing and submitting, undertook to accept the Central Competitive Field Scale as the basis for a way to adjust in their respective fields.

Mr. White is correct. The flat increase of $1.00 should obtain in your district. Mr. Peale is correct also in that we know of no method of enforcing the Award unless the operators and miners in the particular district had submitted the matter for the commission's findings.

As a personal expression, I would say that in all fairness, the operators should pay the $1.00 a day.

Very truly yours,

(Signed) Henry M. Robinson.

COBA

BUREAU OF CONCILIATION WASHINGTON

Indianapolis, Ind. July 15, 1920.

Mr. H. L. Kerwin,
Asst. to the Secretary,
Washington, D.C.

My dear Mr. Kerwin:

Subject: Strike of 3000 Mine Workers in District No. 20 of the United Mine Workers of America. (Birmingham, Corona & etc Alabama)

The cause of this strike is on an interpertation of the Bituminous Coal Commission's award wherein it provides for an increase for day and monthly men; The Mine Workers contending that a flat increase of $1.00 per day should prevail in the Alabama fields as awarded in the Central Competitive Field.

Some of the coal Oporators of this district have applied the increases granted under the award for mining, yardage and dead work, but have only applied a 20% advance on the day wage scale.

July 5th I called on Mr. J. R. Kennamer, Pres. of District No. 20 of the United Mine Workers at Birmingham, Ala. and also held a conference with Mr. G. B. McCormick, Pres. of the Coal Olerators AssO with the view in mind of bringing the contending parties together in an amicable adjustment.

The refusal of the Operators to reconize the United Mine Workers and the disagreement as to the differences as to the 20% and $1 per day for the day and monthly men has brought on an acute situation in the south. Mr. Kennamar and Mr. McCormick respectfully reconizing this fact.

Mr. McCormick stating that a few of the industries were now shut down on account of the shortage of coal. Each stating that there is practically no domestic coal in the Birmingham yards.

In an interview today with Pres. Jno. L. Lewis of the United Mine Workers I explained the situation as now prevails in this district, stating to him that we were anxious to be of some service in assisting in some way of bringing about an adjustment.

Mr. Lewis seemed to appreciate very much our efforts in this direction and is anxious for an adjustment of this situation if the same can be accomplished by the Department according to the award of the Coal Commission as awarded in the Central Competitive Field.

At the conference with Mr. McCormick I called to his attention that even though the Mine Workers were only about 33% organized that if further action was taken by them there was no telling how far the movement would extend and how much an adjustment of the differences meant to this section of the country.

Although at this time practically no progress has been made towards an adjustment I feel that we should continue our efforts to prevent a general strike in the Alabama coal fields if there is any possible influence that will bring about an agreement that will be acceptable to each side.

6-24

Notit NH

furnish which will be of interest to the Department, kindly call upon me.

Yours very truly, J. R. Kennamer
President.

DCH

DIVISION OF CONCILIATION

OFFICE OF THE SECRETARY
WASHINGTON

H.L.K.2

I am returning to Birmingham to-night and will again take the matter up with Mr.McCormick as well as with the representatives of the United Mine Workers.

As a last resort in the situation prehaps it would be well for me to take the matter up with Mr.Rembrandt Peale of New York.

Even though we may be unable to bring about an adjustment,I feel that if we exert ourselves to bring about peace that we have at least done our duty towards the public as well as the contending parties.

This general statement of this strike is made as a partial report to cover my activities to date as a matter of record that we are endeavoring as arepresentative of the Department to use our best efforts to bring peace and harmony between the parties concerned. There are about 26000 miners in the Ala.district No.20.

Very respectfully,

J W Bridwell

Commissioner of Conciliation.

P.S.I am returning the Corona,Ala.corespondence which is part of this strike movement.

furnish which will be of interest to the Department, kindly call upon me.

Yours very truly, J.R. Kennamer
President.

DCH

United Mine Workers of America

DISTRICT TWENTY

24

Birmingham, Ala., July 9, 1920.

170
1182

Mr. H. L. Kerwin,
Department of Labor,
Washington, D. C.

Dear Mr. Kerwin:

I am in receipt of your letter of July 3rd and note carefully what you have to say with reference to Commissioner Bridwell's having been assigned to come to Birmingham and get in touch with the situation here and render all the assistance possible in the matter.

I desire to say that Mr. Bridwell came over from Atlanta and came to see me. I outlined the situation to him, giving him all the facts in the case at my command. He also called upon Mr. McCormack, President of the Alabama Coal Operators' Association, who gave him practically the same information and made the same statements as I had made.

Mr. Bridwell decided, after hearing the case from both sides, that the best thing he could do would be to come to Washington and lay the matter before you. I approved of his action in this matter and I trust that some way can be devised to cope with the situation in this district.

I desire to say for your further information that more miners have come on strike since Mr. Bridwell left, and in my opinion, by the 15th of the month several thousand more will be on strike.

Mr. Bridwell told me that Mr. McCormack told him the statement I had made was correct, but when Mr. Bridwell insisted that Mr. McCormack take steps to reopen negotiations or reopen the case, he said he could do nothing in the matter.

The mine workers of this district have gone as far as they possibly can in the matter and there is nothing else for them to do now except to fight, if it takes that to bring about an adjustment of the situation.

File
KH

If there is any further information that I can furnish which will be of interest to the Department, kindly call upon me.

Yours very truly, J. R. Kennamer
President.

DCH

Indianapolis, Ind. July 15, 1920.

Mr. H. L. Kerwin,
Asst. to the Secretary,
Washington, D.C.

My dear Mr. Kerwin:

Subject: Strike of 3000 Mine Workers in District No. 20 of the United Mine Workers of America. (Birmingham, Corona & etc Alabama)

The cause of this strike is on an interpertation of the Bituminous Coal Commission's award wherein it provides for an increase for day and monthly men; The Mine Workers contending that a flat increase of $1.00 per day should prevail in the Alabama fields as awarded in the Central Competitive Field.

Some of the coal Operators of this district have applied the increases granted under the award for mining, yardage and dead work, but have only applied a 20% advance on the day wage scale.

July 5th I called on Mr. J. R. Kennamer, Pres. of District No. 20 of the United Mine Workers at Birmingham, Ala. and also held a conference with Mr. G. B. McCormick, Pres. of the Coal Olerators AssO with the view in mind of bringing the contending parties together in an amicable adjustment.

The refusal of the Operators to reconize the United Mine Workers and the disagreement as to the differences as to the 20% and $1 per day for the day and monthly men has brought on an acute situation in the south. Mr. Kennamar and Mr. McCormick respectfully reconizing this fact.

Mr. McCormick stating that a few of the industries were now shut down on account of the shortage of coal. Each stating that there is practically no domestic coal in the Birminghan yards.

In an interview today with Pres. Jno. L. Lewis of the United Mine Workers I explained the situation as now prevails in this district, stating to him that we were anxious to be of some service in assisting in some way of bringing about an adjustment.

Mr. Lewis seemed to appreciate very much our efforts in this direction and is anxious for an adjustment of this situation if the same can be accomplished by the Department according to the award of the Coal Commission as awarded in the Central Competitive Field.

At the conference with Mr. McCormick I called to his attention that even though the Mine Workers were only about 33% organized that if further action was taken by them there was no telling how far the movement would extend and how much an adjustment of the differences meant to this section of the country.

Although at this time practically no progress has been made towards an adjustment I feel that we should continue our efforts to prevent a general strike in the Alabama coal fields if there is any possible influence that will ~~prevent~~ bring about an agreement that will be acceptable to each side.

H.L.K.2

I am returning to Birmingham to-night and will again take the matter up with Mr.McCormick as well as with the representatives of the United Mine Workers.

As a last resort in the situation prehaps it would be well for me to take the matter up with Mr.Rembrandt Peale of New York.

Even though we may be unable to bring about an adjustment, I feel that if we exert ourselves to bring about peace that we have at least done our duty towards the public as well as the contending parties.

This general statement of this strike is made as a partial report to cover my activities to date as a matter of record that we are endeavoring as arepresentative of the Department to use our best efforts to bring peace and harmony between the parties concerned. There are about 26000 miners in the Ala.district No.20.

Very respectfully,

Commissioner of Conciliation.

P.S.I am returning the Corona,Ala.corespondence which is part of this strike movement.

DIVISION OF CONCILIATION

Mr. J. W. Bridwell,
79 Sinclair Avenue,
Atlanta, Ga.

Dear Mr. Bridwell:

I am submitting herewith self-explanatory correspondence having reference differences existing between the Carona Coal Company and its employees, at Carona, Ala.

Please get in touch with this situation and endeavor to bring about an adjustment of same. For your imformation in the premises I am enclosing herewith copy of the report of the Bituminous Coal Commission. It is suggested that you confer with Mr. Ben Kirk, Chairman of the mine committee.

Very truly yours,

H. L. Kerwin
Assistant to the Secretary.

C
Enclosures

P. S. Please return enclosures with your final report.

THE PLAN

Memorandum of Agreement and Industrial Relations Plan.

CORONA COAL COMPANY

THE PLAN

This agreement shall be in effect at the mines of the Corona Coal Company as soon as a majority of the employees at each mine, in a meeting called for that purpose, shall accept same, and appoint a Committee as provided in this Agreement to sign the Agreement for them.

The Company agrees to pay wages as directed by the Commission appointed by President Wilson, which directs:—

FIRST—That tonnage rates, picking machines, be increased twenty-four cents.

SECOND—That rates for yardage dead work be advanced 20%.

THIRD—That day wages be advanced 20%.

FOURTH—That these advances apply to the rates prevailing prior to October 31st, 1919.

FIFTH—That explosives shall be furnished miners at cost, which shall include handling, transportation and insurance.

It is especially understood that all rules and practices as to hours of work and conditions of employment as now existing shall remain in effect until April First, 1922, and unless extended beyond that date or changed by mutual agreement between the Company and no less than two-thirds of its employees, (not including salaried men.)

The Company agrees that any employees may belong to Labor Organizations, and employees who may belong to such organizations agree not to coerce, intimidate or interfere with employees who do not belong to such organizations. The Company further consents for meetings of its employees to be held on the Company's premises for the transaction of business, provided such meetings are not held during working hours.

(b) Offering or receiving valuable consideration in exchange for a job, better working place or any advantage in working conditions, such as offering or receiving a consideration for better car service.

(c) Stealing, destroying, damaging or hiding property or material of the Company or of a fellow-employee.

(d) Inhuman treatment of live stock.

II. VIOLATION OF SAFETY RULES, ESPECIALLY

(a) Carelessness in regard to accident and safety of fellow-workmen.

(b) Riding on standard or narrow-gauge equipment or any moving machinery when not assigned.

(c) Smoking or carrying matches within prescribed limits or other places where such practice is forbidden.

III. GENERAL.

(a) Insubordination, including refusal or wilful failure to perform work assigned.

(b) Physical or temperamental inability to perform assigned duty or failure to work agreeably with fellow-workmen.

(c) Harboring communicable or contagious diseases which will endanger fellow-workmen.

(d) Changing working places without orders or drifting around the works from assigned place.

(e) Willfully falsifying or refusing to give testimony in accident investigations.

(f) Willful neglect, abuse or carelessness resulting in damage to railroad equipment.

(g) Willful neglect or abuse of Company property.

RIGHTS, FUNCTIONS AND DUTIES OF THE INDUSTRIAL RELATIONS COMMITTEE

It shall be the duty of the Committee to receive from any employee recommendations on complaints coming under the following general group:

WORKING CONDITIONS

Wrongful treatment by those in authority.

Adjustments involving complaints in connection with yardage, tonnage and time.

Housing and living conditions.

Sanitation and health.

Safety and accident prevention.

Education.

Recreation.

METHOD OF PROCEDURE

In conducting the affairs of the Industrial Relations Committee the following prodecure shall be observed:

FIRST—In receiving the complaint of any employee regarding any of the above matters, which, in his opinion, requires adjustment, the Committee shall first ascertain whether the complainant has endeavored to obtain redress through his immediate foreman; if he has not, the Committee or Committeeman shall instruct him so to do. If, in the opinion of the Committee, or any two members thereof, the complaint is justified, presentation shall then be promptly made by the Committee in the order named to the Superintendent, General Manager or President. Should the Committee, or any two members, at this stage, still feel that the complaint was justifiable and that it has been unsatisfactorily adjusted by the management, the Committee shall then refer the matter to the umpire, who shall arrange to visit the mine, hearing the statements of the interested employees, including their witnesses, if any.

The decision of the Umpire shall be accepted as final and binding.

In all cases, except those involving suspension or dismissal, the complainant or complainants shall continue regularly at work pending the investigation and adjustment.

Special meetings of the Committee may be called at such times and places at the mine as a majority of the Committee or the Superintendent may indicate. Compensation to be as follows:

The compensation of the Committeemen shall be based upon the time involved in conducting the investigation, the hourly rate or day rate to be the same as the average turn earnings of each Committeeman for the current month, and shall be paid by the Company.

The Committee shall so sub-divide its membership as to enable it to visit the various working sections of the mine once each month for the purpose of receiving specific complaints. The time so required shall be compensated upon the basis of the hourly or daily average turn earnings of each Committeeman for the current month.

In order that the members of the Industrial Relations Committee may perform their duty in an independent manner and without fear of jeopardizing their relations with the Company, it is expressly provided that each member of the Committee shall be given the right of reviews, if necessary, by the superior officers of the Company and the umpire, as it is provided in the case of employees.

UMPIRE

If any dispute cannot be settled by the Committee after appealing to the General Manager, an Umpire shall be provided as follows:

He shall be selected from among citizens of the Birmingham District by mutual agreement of the General Manager and the two members of the Industrial Relations Committee, who have been elected by the employees. His salary or fee shall be fixed by mutual consent of the General Manager and the two elected members of the Committee. One half of such salary or fee and his expenses shall be borne by the Company, and one half to be borne by the employees of the mine effected. It is agreed that the one half to be borne by the employees shall be assessed against the employees of that mine, to be collected by the Company and turned over to the members of the Committee, together with the one half contributed by the Company.

It is further agreed that the collections against the men for such purpose shall not exceed fifty (50) cents in any calendar year.

WORKING CONDITIONS

Wrongful treatment by those in authority.

Adjustments involving complaints in connection with yardage, tonnage and time.

Housing and living conditions.

Sanitation and health.

Safety and accident prevention.

Education.

Recreation.

METHOD OF PROCEDURE

In conducting the affairs of the Industrial Relations Committee the following prodecure shall be observed:

FIRST—In receiving the complaint of any employee regarding any of the above matters, which, in his opinion, requires adjustment, the Committee shall first ascertain whether the complainant has endeavored to obtain redress through his immediate foreman; if he has not, the Committee or Committeeman shall instruct him so to do. If, in the opinion of the Committee, or any two members thereof, the complaint is justified, presentation shall then be promptly made by the Committee in the order named to the Superintendent, General Manager or President. Should the Committee, or any two members, at this stage, still feel that the complaint was justifiable and that it has been unsatisfactorily adjusted by the management, the Committee shall then refer the matter to the umpire, who shall arrange to visit the mine, hearing the statements of the interested employees, including their witnesses, if any.

The decision of the Umpire shall be accepted as final and binding.

In all cases, except those involving suspension or dismissal, the complainant or complainants shall continue regularly at work pending the investigation and adjustment.

Special meetings of the Committee may be called at such times and places at the mine as a majority of the Committee or the Superintendent may indicate. Compensation to be as follows:

The compensation of the Committeemen shall be based upon the time involved in conducting the investigation, the hourly rate or day rate to be the same as the average turn earnings of each Committeeman for the current month, and shall be paid by the Company.

The Committee shall so sub-divide its membership as to enable it to visit the various working sections of the mine once each month for the purpose of receiving specific complaints. The time so required shall be compensated upon the basis of the hourly or daily average turn earnings of each Committeeman for the current month.

In order that the members of the Industrial Relations Committee may perform their duty in an independent manner and without fear of jeopardizing their relations with the Company, it is expressly provided that each member of the Committee shall be given the right of reviews, if necessary, by the superior officers of the Company and the umpire, as it is provided in the case of employees.

UMPIRE

If any dispute cannot be settled by the Committee after appealing to the General Manager, an Umpire shall be provided as follows:

He shall be selected from among citizens of the Birmingham District by mutual agreement of the General Manager and the two members of the Industrial Relations Committee, who have been elected by the employees. His salary or fee shall be fixed by mutual consent of the General Manager and the two elected members of the Committee. One half of such salary or fee and his expenses shall be borne by the Company, and one half to be borne by the employees of the mine effected. It is agreed that the one half to be borne by the employees shall be assessed against the employees of that mine, to be collected by the Company and turned over to the members of the Committee, together with the one half contributed by the Company.

It is further agreed that the collections against the men for such purpose shall not exceed fifty (50) cents in any calendar year.

THE PLAN

This agreement shall be in effect at the mines of the Corona Coal Company as soon as a majority of the employees at each mine, in a meeting called for that purpose, shall accept same, and appoint a Committee as provided in this Agreement to sign the Agreement for them.

The Company agrees to pay wages as directed by the Commission appointed by President Wilson, which directs:—

FIRST—That tonnage rates, picking machines, be increased twenty-four cents.

SECOND—That rates for yardage dead work be advanced 20%.

THIRD—That day wages be advanced 20%.

FOURTH—That these advances apply to the rates prevailing prior to October 31st, 1919.

FIFTH—That explosives shall be furnished miners at cost, which shall include handling, transportation and insurance.

It is especially understood that all rules and practices as to hours of work and conditions of employment as now existing shall remain in effect until April First, 1922, and unless extended beyond that date or changed by mutual agreement between the Company and no less than two-thirds of its employees, (not including salaried men.)

The Company agrees that any employees may belong to Labor Organizations, and employees who may belong to such organizations agree not to coerce, intimidate or interfere with employees who do not belong to such organizations. The Company further consents for meetings of its employees to be held on the Company's premises for the transaction of business, provided such meetings are not held during working hours.

A Committee, to be known as an Industrial Relations Committee, shall be formed for each mine as follows:—

"Representatives shall be elected for a term of six months. They shall be American citizens, regardless of race, twenty-one years of age or more, and, in all cases, excepting new openings or operations, shall have been in the service of the Company six months preceding their election. Salaried officials and foremen shall not be elegible to membership on the Committee, and shall not vote in the election.

"Three members of the Industrial Relations Committee shall be elected by secret ballot by the employees, two of whom shall serve with two employees appointed by the Company; provided, however, that salaried officials and foremen shall not be eligible to membership. The third man so elected shall serve only as an alternate in the case of incapacity or absence of one of the regular members elected by the employees. Official connection with the Industrial Relations Committee shall cease upon his severance of relations with the Company or his appointment as foreman. In such cases the alternate will fill the unexpired term of the elected member.

"If through death, resignation or removal, it becomes necessary to elect a new committeeman, a special meeting shall be called for the purpose by the mine superintendent or his representative.

"At all elections, either regular or special, the ballot shall be counted by three tellers, two of whom shall be elected by the employees and one appointed by the Company.

QUALIFICATIONS FOR VOTING

"All employees of the Company, who are American born, or who are sons of American born parents, eighteen years of age or older, or declarants for American citizenship, shall be regarded as voters. Nominations and elections after the first election shall be held upon the first Tuesday in January and July or the day following, should it fall on a legal holiday.

"The two candidates receiving the largest number of votes shall constitute the employees' representatives upon the Committee. The candidate receiving the third highest number of votes shall serve as the alternate. In case of a tie vote the candidate possessing seniority of service shall be declared elected.

"Should the total number of votes cast exceed the number of qualified voters the election shall be void and a new ballot immediately taken.

"Following a regular election the tellers shall prepare a list showing the number of votes cast for each person signed by each teller, a copy of which shall be conspicuously posted at the mine, one forwarded to the Superintendent at the mine, which shall be accepted by the management as authority for receiving and transacting business with the committeemen thus accredited. The Company shall then cause to be posted the complete list of four, including the name of the Company appointees.

POLICIES GOVERNING RELATIONS BETWEEN MANAGEMENT AND MEN

(a) The hours of labor and wage scale shall remain in effect as at present.

(b) The semi-monthly pay shall be continued.

(c) The Company shall provide for the fairest possible turn distribution of cars, considering the general interest of both parties.

(d) A check weighman, selected as required by law from among mine workers employed at the mine, may be placed on each tipple at the expense of the miners and his duties shall be those prescribed by the laws of the State.

(e) The operator and his representatives shall be respected in the management of the mine and the direction of the working forces. The authority to hire or discharge shall be vested in the mine superintendent or mine foreman, master mechanic and chief electrician.

(f) No employee shall be discharged without first having been notified that a repetition of the offense will be cause for suspension or dismissal, unless the offenses are posted on the regular bulletin board of the Company.

The following generally known offenses are hereby accepted as posted:

I. VIOLATION OF ANY LAW.

Particular attention being called to the State Mining Law and the following:

(a) Fighting, carrying concealed weapons, drunkenness, bootlegging, habitual use of drugs or conduct violating the common decency.

A Committee, to be known as an Industrial Relations Committee, shall be formed for each mine as follows:—

"Representatives shall be elected for a term of six months. They shall be American citizens, regardless of race, twenty-one years of age or more, and, in all cases, excepting new openings or operations, shall have been in the service of the Company six months preceding their election. Salaried officials and foremen shall not be eligible to membership on the Committee, and shall not vote in the election.

"Three members of the Industrial Relations Committee shall be elected by secret ballot by the employees, two of whom shall serve with two employees appointed by the Company; provided, however, that salaried officials and foremen shall not be eligible to membership. The third man so elected shall serve only as an alternate in the case of incapacity or absence of one of the regular members elected by the employees. Official connection with the Industrial Relations Committee shall cease upon his severance of relations with the Company or his appointment as foreman. In such cases the alternate will fill the unexpired term of the elected member.

"If through death, resignation or removal, it becomes necessary to elect a new committeeman, a special meeting shall be called for the purpose by the mine superintendent or his representative.

"At all elections, either regular or special, the ballot shall be counted by three tellers, two of whom shall be elected by the employees and one appointed by the Company.

QUALIFICATIONS FOR VOTING

"All employees of the Company, who are American born, or who are sons of American born parents, eighteen years of age or older, or declarants for American citizenship, shall be regarded as voters. Nominations and elections after the first election shall be held upon the first Tuesday in January and July or the day following, should it fall on a legal holiday.

"The two candidates receiving the largest number of votes shall constitute the employees' representatives upon the Committee. The candidate receiving the third highest number of votes shall serve as the alternate. In case of a tie vote the candidate possessing seniority of service shall be declared elected.

"Should the total number of votes cast exceed the number of qualified voters the election shall be void and a new ballot immediately taken.

"Following a regular election the tellers shall prepare a list showing the number of votes cast for each person signed by each teller, a copy of which shall be conspicuously posted at the mine, one forwarded to the Superintendent at the mine, which shall be accepted by the management as authority for receiving and transacting business with the committeemen thus accredited. The Company shall then cause to be posted the complete list of four, including the name of the Company appointees.

POLICIES GOVERNING RELATIONS BETWEEN MANAGEMENT AND MEN

(a) The hours of labor and wage scale shall remain in effect as at present.

(b) The semi-monthly pay shall be continued.

(c) The Company shall provide for the fairest possible turn distribution of cars, considering the general interest of both parties.

(d) A check weighman, selected as required by law from among mine workers employed at the mine, may be placed on each tipple at the expense of the miners and his duties shall be those prescribed by the laws of the State.

(e) The operator and his representatives shall be respected in the management of the mine and the direction of the working forces. The authority to hire or discharge shall be vested in the mine superintendent or mine foreman, master mechanic and chief electrician.

(f) No employee shall be discharged without first having been notified that a repetition of the offense will be cause for suspension or dismissal, unless the offenses are posted on the regular bulletin board of the Company.

The following generally known offenses are hereby accepted as posted:

I. VIOLATION OF ANY LAW.

Particular attention being called to the State Mining Law and the following:

(a) Fighting, carrying concealed weapons, drunkenness, bootlegging, habitual use of drugs or conduct violating the common decency.

(b) Offering or receiving valuable consideration in exchange for a job, better working place or any advantage in working conditions, such as offering or receiving a consideration for better car service.

(c) Stealing, destroying, damaging or hiding property or material of the Company or of a fellow-employee.

(d) Inhuman treatment of live stock.

II. VIOLATION OF SAFETY RULES, ESPECIALLY

(a) Carelessness in regard to accident and safety of fellow-workmen.

(b) Riding on standard or narrow-gauge equipment or any moving machinery when not assigned.

(c) Smoking or carrying matches within prescribed limits or other places where such practice is forbidden.

III. GENERAL.

(a) Insubordination, including refusal or wilful failure to perform work assigned.

(b) Physical or temperamental inability to perform assigned duty or failure to work agreeably with fellow-workmen.

(c) Harboring communicable or contagious diseases which will endanger fellow-workmen.

(d) Changing working places without orders or drifting around the works from assigned place.

(e) Willfully falsifying or refusing to give testimony in accident investigations.

(f) Willful neglect, abuse or carelessness resulting in damage to railroad equipment.

(g) Willful neglect or abuse of Company property.

RIGHTS, FUNCTIONS AND DUTIES OF THE INDUSTRIAL RELATIONS COMMITTEE

It shall be the duty of the Committee to receive from any employee recommendations on complaints coming under the following general group:

Corona, Ala.
June 2, 1920.

Bituminous Coal Commission,
Washington, D.C.,

Gentlemen:

About a week previous to date of this letter I wrote your department, addressing it "The U. S. Coal Commission" and advised you that the Coal miners of the Corona Coal Company's mines at Corona, Patton, Coalvalley and Jewley, Ala. were idle due to the fact that said Company would not sign an agreement which the miners had drawn from your Original Finding. With said letter I enclosed a copy of agreement drawn up by the Company and admitted that the miners would not accept it. Until this date I have no response. Kindly advise what

your decision will be in this case. If you wish any ~~more~~ information I shall be glad to relate it to you the best way possible.

Yours very truly,
Ben Kirk

Corona, Ala.
May 26, 1920.

The U.S. Coal Commission,
Washington, D.C.,

Gentlemen:

The Miners, who work for the Corona Coal Co., at their respective mines, Corona, No. 12; South Corona (Red Snapper); Patton; Coalvalley and Townley are idle due to the fact that the Company aforesaid, will not enter into an agreement with them; which agreement is copied from your decision. These men, as just stated have been out of work nearly two weeks. As I am a Representative for the men at Corona No. 12, they have requested of men to handle with your office and see what your advice would be. Enclosed is a copy drawn up by said Company and it

does not meet with the mens approval.

Any action taken by you will be greatly appreciated - towards adjusting said trouble. I am, and Remain,

Yours Respectfully,
Ben Kirk.

PHONE MAIN 249
RES. PHONE ENSLEY 1150

OFFICE OF THE PRESIDENT

United Mine Workers of America

DISTRICT TWENTY

Birmingham, Ala., June 30, 1920.

JUL 2 '20
DEPARTMENT OF LABOR

Hon. W. B. Wilson,
Secretary of Labor,
Washington, D. C.

My dear Mr. Secretary:

Immediately after the Coal Commission made its Award I received a letter from President Wilson transmitting copy of the Award and in this letter he recommended that the mine workers' and operators' representatives in Alabama get together and work out a wage adjustment, that peace and tranquility might prevail in this field. The Coal Commission also made the same recommendations.

The mine workers took steps to try to bring about a joint conference that the President's request and the Commission's Award might be put into effect in Alabama. Our efforts to bring about this conference proved futile.

In April of this year the Mine Workers held a convention in this city and outlined a policy with a view to a contract. They drew up a proposed agreement, of which I am imclosing copy. This little memorandum of agreement is one of the most conservative that I have ever known to be offered by mine workers in any district to prevent a strike.

A large majority of the operators of this district have refused to even consider this proposed agreement, but offered what they call an Industrial Relations Plan which the Mine Workers have absolutely refused to accept. They are rejecting the operators' proposition because it does not give them any recognition whatever. The only recognition we propose in our blue book, as we call it, is found in the Fourth Section under the heading, "General".

At the present time there are more than three thousand mine workers on strike in Alabama. The strike is spreading and unless there is some action taken to try to bring about an adjustment of the dispute in Alabama, the strike will grow and in a short time the majority of the miners of this district will be out.

PHONE MAIN 249
RES. PHONE ENSLEY 1150

OFFICE OF THE PRESIDENT

United Mine Workers of America

DISTRICT TWENTY

24

Birmingham, Ala.,

Hon. W. B. Wilson, -2-

The operators have not only refused to meet with the miners for the purpose of making an agreement, but they are not putting into effect the Commission's Award.

I am inclosing you an editorial which appeared in the Birmingham Age Herald on the 26th inst. I am sure you remember how the operators heretofore have attempted to settle disputes and controversies in this district, and this editorial only speaks the sentiment of the coal operators of the district.

I am giving you this information feeling that you should know the exact situation in this district and I appeal to you to take whatever steps necessary in your department to bring about an adjustment of the differences in Alabama. Thugs and gunmen are being employed at some of the mines and they have beaten up some of our people in the various camps up to this time and I am fearful that unless immediate steps are taken to prevent trouble, something serious is going to happen in some localities in this district. The mine workers have not attempted to violate the law but my information is that they cannot much longer put up with the insults and intimidations that are being practised upon them.

There is an exceeding coal shortage in this state, prices having soared skyward. The operators are charging that high wages to the miners are responsible for the high prices of bituminous coal. The fact of the matter is that the operators' proposition to the miners in this district widens the differentials above what they were before the Bituminous Coal Commission made its Award.

Again appealing to you to use whatever means are at your command to bring about an adjustment of the matter in this district, I am

Very truly yours,

J. R. Kennamer
President.

DCH

Inclosed is copy of the Memorandum of Agreement adopted by the Mine Workers in Convention and offered to the operators.

The Decision

OF

Hon. Thomas E. Kilby

Governor of Alabama

As Arbitrator

of the matters at issue in the strike of the United Mine Workers of America in the Alabama Coal Fields.

Announced March 19, 1921.

EXPLANATORY

Sporadic strikes began in the Alabama Coal fields in May, 1920. A general strike was called in Alabama by the officials of the United Mine Workers of America the following September.

On the 23rd day of February, 1921, Governor Kilby accepted the duties of arbitrator of the matters at issue, on the joint request of Van A. Bittner, international representative of the United Mine Workers of America, and the committee of operators, James Bonnyman, Chairman. Both sides agreed to accept his findings.

Preliminary to the arbitration, Governor Kilby appointed a committee composed of Capt. William T. Sheehan, editor of the Montgomery Advertiser, Richard M. Hobbie and John W. Durr, to conduct an investigation into the cause of the strike and the conditions rising therefrom, and report to him as his personal representatives.

The committee came to Birmingham, held hearings and visited mines in the District, and in due course filed their report with the Governor.

The full and authorized text of the Governor's Decision is found in the following pages:

Governor's Decision

March 19, 1921.

Messrs. James Bonnyman, G.F. Peter, Frank Nelson, Jr., Chas. P. DeBardeleben, Frank G. Morris,
Committee Representing Alabama Coal Operators.

Mr. Van A. Bittner,
Chief Representative United Mine Workers of America.

Mr. J. R. Kennamer,
President District 20, United Mine Workers of America.

Mr. Wm. Harrison,
International Board Member District 20, United Mine Workers of America.

Mr. J. L. Clemo,
Secretary-Treasurer, District 20, United Mine Workers of America.

Birmingham, Alabama.

Gentlemen:

By virtue of letters addressed by you to Mr. Victor H. Hanson, Publisher of the Birmingham News, you agreed in behalf of those you represent to submit to me the settlement of the industrial controversy existing in the coal fields of Alabama and to abide by my decision.

This responsibility was accepted not because of any desire on my part to make the findings in the matter, but because it offered a method by which this dispute could be terminated, the people relieved of their burdens, and the citizen soldiery permitted to return to their various businesses. My duty to the public compelled me regardless of personal desires to accept and discharge as best I could this responsibility.

Upon accepting this responsibility I requested Messrs. William T. Sheehan, John W. Durr and Richard M. Hobbie to visit the coal district of Alabama and ascertain the issues to be settled and report a finding of facts necessary

to reaching a just decision, with such recommendations as they might see fit to make. To these gentlemen, for accepting such an arduous duty at the expense of their own businesses without hope of compensation, except the consciousness of serving the State when it needed their judgment as patriotic citizens, the people owe a debt of gratitude and I am personally indebted to them for their positive recommendations and the large fund of facts collected and submitted for my information. Their report is now before me and a copy is attached hereto.

Before making these findings there has been careful consideration of the report and all material submitted to my representatives and also the report of the former commission which investigated the strike situation, composed of Doctor George H. Denny, Hon. Charles Henderson and Hon. James J. Mayfield.

While this finding deals directly with the coal operators and the United Mine Workers of America, I have constantly had in mind the public which deserves the most consideration. One clothed with the authority of settling industrial controversies naturally desires to do something to appease all contending factions, and this desire is often conducive to a compromise verdict regardless of the facts. Because of the effect which I perceive this finding will have on the interests of the public, as well as those directly involved, I have made an effort to resist this almost overpowering impulse and and face the facts as they have been shown to exist and decide the issues without evasion or equivocation, to the end that truth and justice may prevail and that no punishment may be inflicted on those who are not responsible for this expensive and regretable condition.

ISSUES

Both the commission of Messrs. Denny, Henderson and Mayfield, and the investigating committee concur in the conclusion that the strike was called for the purpose of compelling the recognition of the United Mine Workers of America and that recognition of the Union is

virtually the sole and overshadowing issue. Both reports conclusively find that the miners themselves have no grievance as to living conditions, work hours, or wages. However, in the brief submitted by Mr. Van A. Bittner, Chief Representative of the United Mine Workers of America, the following contentions are set forth, namely: (1) recognition of the Union; (2) abolishment of sub-contract system; (3) re-employment of strikers; (4) re-adjustment of the day wage rate; (5) setting up of machinery to adjust industrial disputes and avoid future strikes.

All of these matters have been considered, although the facts and reports submitted are conclusive that the sub-contract system and the day wage rate were not moving causes in calling the strike.

THE DAY WAGE SCALE

The Bituminous Coal Commission raised by a certain percentage the entire scale of wages of the employees of coal miners. In most of the coal fields this percentage amounted to an increase of $1.00 per day for day wages. In Alabama it did not amount to that much. As will hereafter appear the amount now being paid was recognized by what is known as the "Ruby Contract" which was entered into with the consent of the representatives of the United Mine Workers of America. There was no complaint made as to these wages prior to the strike. The entire contention is based on the construction of the award of the Bituminous Coal Commission and that award, interpreted by the Ruby Contract to which the representative of the United Mine Workers of America agreed, names the amount which is now being paid by the coal operators. As this amount was settled by the terms of that contract it cannot now be a legitimate issue to be again settled.

THE SUB-CONTRACT SYSTEM

The sub-contract system is a system whereby a coal company contracts with the experienced miner to mine a certain section of his coal mine and this person sub-contracts this section to less experienced men. The original contractor or experienced miner directs the work, attends

to the dangerous explosives and keeps his section of the mine safe for the employees. It is contended in the brief of the United Mine Workers of America that this system tends to lower the wage scale. The operators produces facts showing that they pay the same rate, and that the sub-contract system as fixed by the Bituminous Coal Commission gives the inexperienced miner the protection of the skilled, efficient and experienced miner, thereby preventing to a large extent fatal accidents to the men who are learning the trade. No specific instances are submitted showing payment under this system of less than the fixed scale, no complaint of the system appears to have been made by those mining coal, and there are facts strongly tending to show that it is a protection to the lives of the less experienced miner. As no legitimate objection has been shown to the system it is impossible to make a finding that it should be abolished.

RECOGNITION OF THE UNION

The United Mine Workers of America do not represent all or a majority of the coal miners of Alabama. Just what percentage of the coal miners belong to the organization does not appear. The claim of the operators, based on an actual check of all the miners, is that there are approximately 27,000 who follow coal mining, and that about 5,600 belong to the United Mine Workers of America. The brief and facts submitted by the representatives of the United Mine Workers of America does not state the number which belong to the organization but they do state that there are 12,000 men on strike who should be given re-employment. To make a finding that there should be a recognition of the Union would impose on the satisfied majority of coal miners in Alabama the will of the unsatisfied minority. The recognition of the Union means, according to Mr. Justice Brandies of the United States Supreme Court, that "The operator binds himself: (1) to employ only members of the union, (2) to negotiate with union officials instead of with the employees individually the scale of wages and the laws of work, (3) to treat with the duly constituted representatives of the union to

settle disputes concerning the discharge of men and other controversies arising out of employment. The facts show that nearly all, if not all, the places which were abandoned by the strikers, have been filled with non-union labor under signed individual contracts with each employee, which contract provides that the employee shall not join the United Mine Workers of America during the period of his employment and also sets up an industrial relation system for the adjustment of all grievances. These contracts are valid and to find that companies should recognize the Union would force them to violate such contracts.

Much of the brief of the United Mine Workers of America is devoted to the right to organize and bargain collectively. This contention is re-enforced by many quotations from the utterances of former President Wilson and other eminent men. That men have a right to organize and bargain collectively is not disputed; that other men have a right to bargain individually is not disputed; that operators have a right to bargain with their employees individually or collectively cannot be disputed. The men now on strike have organized and by coercive methods sought to compel the operators to bargain collectively and in this effort they have failed.

A bargain contemplates the voluntary consent of both parties to the agreement. Permanent industrial peace cannot be built on any basis except that of mutual confidence between the employees and the employer. Any organization which is conducive to such a condition is beneficial, and any organization that destroys, or tends to destroy, such condition is a menace to our industrial peace and to our people. No reputable statesman advocates organization for the purpose of striking without a grievance and for the purpose of coercing an employer to meet the arbitrary demands of those in charge of the organization. For what grievance was the present strike called? The facts shown one save the failure to recognize the union. Was that a sufficient ground to justify an organization to strike and to follow a course and create a condition which resulted in the commission of many crimes, the incurring of large expense by the State to uphold its laws, and

untold financial damage to the coal industry? A short review of the undisputed facts will disclose the answer.

In November, 1919, a strike was called by the United Mine Workers of America. This strike was declared by President Wilson as "illegal and immoral" and it failed. In April, 1920, the Bituminous Coal Commission fixed a scale of wages to expire March 31, 1922. These wages were put into effect by the coal operators. Without notice of grievance many of the members of the union to enforce recognition struck.

With the consent of union officials several of the companies negotiated with their employees what is known as the "Ruby Contract," to expire March 31, 1922. While this contract was in force, and without any grievance as to its violation by the operators, the United Mine Workers of America called the men out on a general strike, effective September 7, 1920.

This strike, being called without just cause or for the purpose of remedying any grievance, and in deliberate violation of an agreement, was "illegal and immoral." It proves beyond cavil that the written contract or obligation of the United Mine Workers of America cannot be relied on, and that recognition would give no assurance of industrial peace. It is rather difficult to understand how such a large number of men could be induced so deliberately to disregard such an obligation of honor. The only explanation, perhaps, lies in the fact that from 70% to 80% of the miners are negroes. The southern negro is easily misled, especially when given a prominent and official place in an organization in which both races are members. Negroes from other sections were imported into the State for the purpose of influencing and directing the colored miners. The colored miners were undoubtedly deceived and led into this violation of their agreement by leaders from other sections. Mr. Bittner well says in his brief "the essence of success in collective bargaining lies in the fidelity of both sides to the agreement" thereby announcing a truth which seems to have been entirely forgotten or ignored by the organization of which he is Chief Representative.

There are other reasons shown by the facts why the operators should not be compelled to

recognize this organization. It counseled and directed the violation of the laws of Alabama by the adoption of resolutions directing picketing which is prohibited by statute. Its leaders have striven to break down the confidence men have in their employers, instead of cementing it; and they have opposed all welfare work instituted by the employers for the benefit of the employees because it tended to draw the employer and employee into closer relations. No permanent industrial relation can be built on an increasing suspicion between employer and employee, and any person or organization that seeks to create such hostility, is engaged in an illegal and immoral work, and is a menace to industrial peace.

ARBITRATION

It is suggested that some system of arbitration be set up to adjust future industrial disputes. In the first place, it is impracticable to do this, as each mine now operated has an agreement with its employees which amply and fairly provides an industrial relations committee or other machinery for the adjustment of grievances. At some mines the employees refused an industrial committee to adjust grievances, desiring to take such matters up as had been their custom, "personally with the boss." Each system in use seems fair and well adapted to the peculiar local conditions. I am convinced, after a study of the methods employed, that they are better adapted to the conditions obtaining at the various operations than any plan which I might suggest for universal use.

RE-EMPLOYMENT OF MEN ON STRIKE

This brings us to the last and a most important consideration, the re-employment of the men on strike. The union representative asserts that these men must be provided for.

The operators have replaced these men. Coal production is now greater than the demand. There are no jobs for the great majority of the strikers. Only one suggestion for securing jobs for them has been made, and that is that all men who were employed to fill the

places of the strikers be discharged and the strikers given their old positions. The men who it is recommended should be discharged are the men who entered the service of the operators when it was dangerous to life and body to do so. To these men the operators are indebted for re-establishing their business, which an unjustifiable, illegal, and immoral strike had seriously damaged, and largely to these men is the public indebted for the limited supply of coal available during the winter months. To discharge them to make room for the strikers would be to penalize loyalty that wrong might be rewarded. The strikers need work, and they and their families will be left in sore straits without work, but in no worse condition than others would be in, if discharged for their benefit, and so far as the public is concerned the condition would not be remedied. They voluntarily, through the influence of union leaders, abandoned their work without just cause. It is my opinion that, since this strike was wrongfully and without the slightest justification called, the organization of United Mine Workers of America is responsible for the the present strikers being without employment and that, therefore, the United Mine Workers of America should support the present strikers until they are able to secure employment.

To summarize—It is found and I so declare:

FIRST.—Recognition of the United Mine Workers of America is not be compelled.

SECOND.—The day wage scale and subcontract system are to remain unchanged.

THIRD.—The existing methods of adjusting grievances are found to be fair and equitable.

FOURTH.—The operators are under no obligation to re-employ the striking miners.

FIFTH.—The freedom of contract shall be inviolate and therefore any of the above mentioned things may be done by mutual agreement of the parties.

And I recommend:

A.—That the operators, as a means to promote

peace and harmony, re-employ the unemployed men who struck as fast as places may be found for them without displacing men who are now at work.

B.—That the organization of United Mine Workers of America support the unemployed men who struck until they can find employment.

Compliance with these recommendations would be a gracious act on the part of the operators, tending to refute the charge of selfishness so often made against them, the truth of which has been indicated by undoubted profiteering by some of them during the strike. On the part of the United Mine Workers of America it would be but an act of simple justice, tending to disprove the assertion and belief of many people that the organization exists mainly for the selfish purposes of its officers, organizers and representatives.

The strike having been called off by officers of the United Mine Workers of America is ended. Let us hope that the strike and bitterness is also ended, that the coal mining industry is entering upon an era of peace which will last for many years, that prosperity may soon return, and that all workers may find early employment.

Very truly yours,

THOMAS E. KILBY,
Governor.

The Facts

About the Coal Strike in the Mineral District of Alabama and the conditions which have arisen from it.

Prepared and published
by a Committee appointed
at a Meeting of Representative
Citizens of the Birmingham District

TO THE PEOPLE OF ALABAMA

This book is published for your information.

It was authorized and directed to be prepared and distributed at a meeting of representative citizens of the Birmingham District not identified with the coal industry, who believed that the time had come to give the people of the state an accurate history of the strike and its developments.

All statements contained in this publication have been carefully verified and are FACTS.

Remember this as you read the recital of bloodshed and violence, defiance of the law and contempt of our constituted authorities, and are tempted to ask: "Are such things possible in Alabama?"

THE FACTS

About the Coal Strike in the Mineral District of Alabama and the conditions which have arisen from it.

IN MAY, 1920, the Alabama District of the United Mine Workers of America called strikes in certain domestic coal mines of Alabama.

The union announced as the *sole cause* of the strike the refusal of these mine owners to embody in their contracts with their employees a recognition of the union. There was no grievance submitted or claimed as to wages or living conditions; it was generally known and admitted that wages were high and living conditions good.

Recognition of Union the Sole Issue Involved

The contract of union recognition, officially named by the union as the "Blue Book Contract," was signed by some of the operators.

In less than six months the *Union* repudiated all of the Blue Book contracts, demanded that those who had in good faith executed them sign a much more drastic union contract called the "Beltona Contract," and contrary to their written obligation called a strike in all cases where the mine owners refused to sign the Beltona contracts.

Mine owners of Alabama representing more than 90% of the total tonnage refused to execute the "Blue Book Contract," claiming that three-fourths of the mine labor in Alabama did not desire to be forced into membership in the miners' union, stating that the history of this union in Alabama was one of disorder and crime, and refusing to recognize the union directly or indirectly. This position of these mine owners has been maintained without

change, and is their position today, with the exception that their forces have been augmented by mine owners who last spring and summer signed the Blue Book contract and later had this contract repudiated by the union.

Attempt to Shut Down Mines in Dead of Winter

The strike called in May in the domestic fields of Alabama not having proven successful in forcing recognition of the union (though thereby a shortage in winter coal had been created), the NATIONAL OFFICERS of the miners' union, located in Indianapolis, Indiana, instituted a general strike to take effect at midnight, September 7th, thereby deliberately attempting on the eve of winter to shut down every coal mine in Alabama which had refused to submit to the domination and control of the United Mine Workers of America.

Upon the issue of this general strike order, Governor Thomas E. Kilby, realizing that the people of Alabama without coal would suffer, appointed a commission composed of Dr. George H. Denny, President of the State University, Charles Henderson, former Governor of Alabama, and James Mayfield, a former Justice of the Supreme Court of Alabama, and now Code Commissioner for the State.

Coal Commission Appointed by Governor Reports "No Grievances"

The operators *publicly stated that in matters relating to wages, living conditions of their employees, or any complaints of their employees of any kind,* they would abide by and comply with any award made by this commission; that they would not recognize, directly or indirectly, the union. The union took the position that recognition was the issue.

The Commission reported to the Governor after a full investigation that it found no complaint as to wages or living conditions, and that the only is-

sue was one of recognition. These facts indisputably prove that so long as this strike was conducted by the officers of the Alabama district and by Alabamians that the miners neither made nor presented any complaint of any kind referring to their wages or living conditions.

Van A. Bittner, Strike Leader from Pennsylvania Arrives—His "Pronunciamento"

Following close upon the issue of the call for the general strike, *Van A. Bittner, from Pennsylvania,* a former president of the Pittsburgh District of the United Mine Workers of America, was sent to Alabama by the national officers to take charge of the Alabama strike. Accompanying him came a band of northern negroes and northern whites, who went from camp to camp throughout the mining district, negro organizers and white organizers speaking from the same platform, arousing passions, inflaming feelings, and for the *first time* bringing to the Alabama miners, of whom more than 70% are negroes, the news that they were under-paid and ill-treated. Van Bittner, in a public address in Birmingham, among other things, said:

> **"Alabama for disgraceful conditions takes the cake,—the steel corporation came to Alabama and stole its lands from the farmers.—The Young Men's Christian Association is a profiteering tool of the corporations.—Alabama wages must be doubled."**

What was the result of this invasion of negro and white organizers of the United Mine Workers of America brought to Alabama from non-resident fields? We set out the indisputable facts and leave the answer to your common sense.

The Reign of Bloodshed and Terrorism Begins

Contemporaneously with the coming into this district of these agitators, there began in the dis-

trict a period of disorder and of law violation. As a partial bill of particulars—though by no means complete—we give the following:

On September 5th, Sam Lynn, a non-union coal miner, shot and killed by J. R. Allison, a striking union miner.

On September 8th, Tom Kromer, a non-union miner, shot and killed by Jesse Benton, a striking union miner.

September 11th, houses of Eugene Morgan and Frank Edwards, working non-union miners, dynamited, and on the same day Henry Ford, a non-union coal miner, shot from ambush and seriously wounded.

On September 13th, train carrying non-union miners from their place of work, fired into.

September 16th, Leon H. Adler, general manager of the Corona Coal Company, and L. Edgill, killed in battle with striking miners.

September 17th, party of negro miners on their way to work, fired on from ambush; Green Cook killed, Richard Montgomery shot through the eye and hip, W. H. Albert, painfully wounded.

September 25th, house occupied by Allison Malone, non-union working miner, dynamited.

October 1st, houses occupied by Lave Shorter and M. C. Cully, non-union working miners, dynamited and demolished.

October 3rd, house occupied by Andrew Thompson, non-union working miner, dynamited.

October 5th, house occupied by J. M. Ward, non-union working coal miner, dynamited.

October 6th, tipple of the Big Four Coal Company burned; and on the same night

machine shop of Bradford mines destroyed by fire, both of incendiary origin.

October 9th, train of Birmingham Southern Railroad containing a large number of miners going to work dynamited by several sticks of dynamite being dropped on the coach from an overhead bridge.

October 12th, John Blue, a non-union working miner, shot and killed by A. L. Riley, a striking coal miner.

October 14th, Holly Jones, a working non-union miner, and his wife, while in their home, seriously wounded by a fusillade of shots fired during the night.

Arrival of State Troops—Conditions Improve—Production Increases

On account of the serious condition existing in the district, the Governor of Alabama a few days following the killing of Mr. Adler, sent the Alabama National Guard into the district under the command of Brigadier General R. E. Steiner of Montgomery, Alabama. Before the arrival of the State troops and until they were distributed over the district and had enforced their orders preventing the holding of mass meetings at which incendiary speeches were made, the production of coal was at its lowest mark. Promptly upon the coming into the district of the troops, disorder began to diminish and coal production increased until in the early part of December production had reached normal and the strike was no longer felt so far as the tonnage of coal produced was concerned.

Faced by these facts, realizing that the strike had failed in so far as it sought to close down the coal mines of Alabama, and cut off the production of coal, Van Bittner called a convention of the miners.

Cold-Blooded Incitation to Violence by Miners' Organ

On December 4th there appeared in the "Advance," a newspaper published in Birmingham and recognized as the organ of the union, the following article:

"It is already known that fewer men are being recruited for this district because the news has gone out all over the State that the end of the scab industry is at hand. Operators, disappointed over the failure to recruit any additional labor, are now beginning to be fearful of losing the men who are working here.

"It is declared by members of the miners' union that the scabs have been given sufficient warning and that if a few of them are caught in the rush and **suffer the effect of staying in the camp too long it will be their own fault.**

"In this connection it is interesting to know that the strike-breakers have been routed from other mining fields. The process has usually been accomplished by union men forming bodies at a given point and marching in certain cases on a camp where scabs are working. They advance on the place in group formation in order to overthrow the company gunmen and guards in the event the gunmen are plucky enough to meet them, which it is said seldom happens. They then advise the non-union miners of the injury they are doing by continuing to work and how their actions are traitorous to the best interests of the working class. They then invite the non-union men to cease work and leave town, a request that is said to be usually granted by the strike-breakers.

"The movement, it is said, is local in char-

acter, no camp having any outside advice. It is said in each camp where the strike-breakers have been expelled the action was voluntarily undertaken, by loyal union men at the camp affected.

"Further action along this line is expected during the next few days."

The paper containing the above article was given wide circulation among the striking miners.

Miners Union, In Convention Assembled, Adopt Resolutions Defying the Law

This union convention met in Birmingham on *December 10th.* The meeting was held behind closed doors, but following its adjournment Van Bittner promulgated and gave the widest publicity to resolutions which were in part as follows:

"We hereby declare that there shall be no faltering, and every union officer here assembled pledges that he will not only do his part to continue the strike, but that everything will be done to carry on the battle with more vigor than ever before, to the end that *every man who is now working in the mines will stop work* and join us in this terrific struggle . . . The president of every local union in Alabama is hereby instructed to appoint a **picketing committee,** to be composed of ten union men for each one hundred members of the local union. The duties of the picketing committee **shall be to do everything in their power to prevent men from going to work in the mines, and also to have those who are now working to join the strike.** There is no doubt that these committeemen can render wonderful service along these lines. The great trouble that has confronted us in conducting the strike has been that just a few men in each local union have been active in behalf of the organization,

some men deciding that all the duties required of them were to strike and draw the relief that is furnished by the international organization. *We do not only urge but instruct every member* of the local union to become more active in assisting us in the conduct of the strike."

The statutes of Alabama (Sections 6394, 6395, 6397, and 6856 of the Code of 1907) prohibit picketing and interference with those lawfully at work; **and these resolutions were directly in the teeth of these statutes and in open defiance of the laws of Alabama.**

Following Action of Convention Disorder Again Breaks Out

Following the promulgation of these resolutions and the attempt to carry them into effect, the disorder and law violation which had gradually diminished, immediately and rapidly increased.

For illustration, and descriptive of others, a few are enumerated:

December 10, 1920, a truck load of non-union miners returning from work, was fired upon.

December 13, 1920, Eugene Gowing, a non-union miner, while going to work, was shot from ambush and seriously wounded.

December 14, 1920, the house of Ullman Lawler, a union miner on strike, who had returned to work, was blown up by dynamite. Lawler's wife was killed and Lawler was seriously wounded.

General Steiner's Sworn Statement Corroborates the Foregoing

Commanding General Steiner, in a sworn affidavit filed in court proceedings in reference to this matter, says:

"That said military forces were sent by the Governor of Alabama to the Birmingham district for the purpose of preserving law and order, and for that purpose alone. That follow-

ing the sending of said troops into such district and the location of different units in different parts thereof, the disorder which had previously been reported to have existed and which was found to exist upon the coming of such troops was reduced until there was prevalent in said district very little actual violations of the law or actual disorders. This condition continued until about the *10th day of December, 1920,* at which time it was reported in the newspapers and also came to the attention of affiant through military channels that an executive meeting had been held by the United Mine Workers of America in the Birmingham district, at which meeting resolutions were adopted, the resolutions so adopted being in substance as set out and published in the daily newspapers . . . Affiant further deposes and says that following the passage, the publication and promulgation of said resolutions it became known to affiant through military channels and otherwise that in accordance with said resolutions picketing committees had been named, and picketing commenced in parts of the mining district in which the strike was existing, and that a renewal of disorders and violations of law and a marked increase in the tension that existed between the union miners who were on a strike and the miners who were at work, was noticed."

The Inevitable Culmination of These Acts of Lawlessness

The renewal of these acts of lawlessness, consisting of shootings, killings, dynamiting of houses, culminated in the killing on December 23rd of Northcutt, a union miner and said to be a member of one of the picketing committees, by Private James Morris, Company M, Alabama National Guard; the assassination, in turn, from ambush of Private Morris, and the unfortunate and illegal

lynching of Baird, confined in jail on the charge of murdering Morris. The Governor of Alabama, with the same promptness and determination that he had shown throughout this intolerable situation, placed behind the prosecution of the soldiers charged with the murder of Baird the entire machinery of the State and employed special prosecutors for the purpose of ascertaining the guilty parties and bringing these parties to justice.

Idle Miners, by Advice of Officials, Refuse to Vacate Houses of Mine Owners

The owners of the mines own houses which have been built for the use of their employees. Upon the calling of the strike in May, 1920, in the domestic coal fields, the mine owners, during the months of May and June, endeavored to persuade the striking miners to return to work. Upon their refusal to return to work the mine owners served notice upon them to vacate their houses in order that they might be available for the use of the men who were ready and anxious to accept employment.

Under the advice of the officials of the United Mine Workers of America, these miners refused to surrender possession of the houses. Suits were then brought by the owners in the Courts of the Justices of the Peace, judgments were rendered against the striking miners. The union employed attorneys and appealed these cases to the Circuit Court, where trials were had in August and September. The judge and the juries rendered verdicts against the striking miners.

Supreme Court Gives Mine Owners Possession of Their Houses

The union again appealed these cases to the Supreme Court of Alabama, interposing every delay allowed by the law to prevent an early settlement of the cases by the Supreme Court. The Supreme Court of Alabama, on January 27, 1921, with no dissenting opinions, handed down decisions hold-

ing that the withholding of the possession of these houses by the striking miners had been illegal and unlawful, and taxing the miners with the costs. Among other things, the Supreme Court in its opinion said: "The house was owned and used by the plaintiff in connection with its mining operations, and was intended for occupation by employees, and was leased to this defendant because of his relation to the company as such, and in case of its unlawful detention the lessor would suffer great and special loss."

The evidence in these cases disclosed that these houses were rented to the striking miners for the average sum of $5.00 per month, with lights and water free.

Possession Wrongfully and Deliberately Withheld for More Than Eight Months

It follows, therefore, by the decision of the highest court of our State that the United Mine Workers of America deliberately, and wrongfully withheld for a period of more than eight months these houses. The purpose of the withholding was not alone to use them for occupation by these striking miners, but was primarily for the purpose of preventing their occupation by men anxious and willing to work, thus blocking the efforts of the owners of the mines to mine coal. These striking miners from the time they ceased to work on May 8, 1920 (with the exception, of course, of a great many who have left the union and returned to work) have worked neither for their employers at these mines nor for anyone else, but have remained in complete idleness. "Idleness is the devil's workshop," and this may account for the disorder and law violations which have existed wherever these striking miners have been.

The Situation Fairly and Accurately Set Forth in Governor's Statement to the People

On February 9, 1921, the Governor of the State gave to the public through the press a statement

lynching of Baird, confined in jail on the charge of murdering Morris. The Governor of Alabama, with the same promptness and determination that he had shown throughout this intolerable situation, placed behind the prosecution of the soldiers charged with the murder of Baird the entire machinery of the State and employed special prosecutors for the purpose of ascertaining the guilty parties and bringing these parties to justice.

Idle Miners, by Advice of Officials, Refuse to Vacate Houses of Mine Owners

The owners of the mines own houses which have been built for the use of their employees. Upon the calling of the strike in May, 1920, in the domestic coal fields, the mine owners, during the months of May and June, endeavored to persuade the striking miners to return to work. Upon their refusal to return to work the mine owners served notice upon them to vacate their houses in order that they might be available for the use of the men who were ready and anxious to accept employment.

Under the advice of the officials of the United Mine Workers of America, these miners refused to surrender possession of the houses. Suits were then brought by the owners in the Courts of the Justices of the Peace, judgments were rendered against the striking miners. The union employed attorneys and appealed these cases to the Circuit Court, where trials were had in August and September. The judge and the juries rendered verdicts against the striking miners.

Supreme Court Gives Mine Owners Possession of Their Houses

The union again appealed these cases to the Supreme Court of Alabama, interposing every delay allowed by the law to prevent an early settlement of the cases by the Supreme Court. The Supreme Court of Alabama, on January 27, 1921, with no dissenting opinions, handed down decisions hold-

ing that the withholding of the possession of these houses by the striking miners had been illegal and unlawful, and taxing the miners with the costs. Among other things, the Supreme Court in its opinion said: "The house was owned and used by the plaintiff in connection with its mining operations, and was intended for occupation by employees, and was leased to this defendant because of his relation to the company as such, and in case of its unlawful detention the lessor would suffer great and special loss."

The evidence in these cases disclosed that these houses were rented to the striking miners for the average sum of $5.00 per month, with lights and water free.

Possession Wrongfully and Deliberately Withheld for More Than Eight Months

It follows, therefore, by the decision of the highest court of our State that the United Mine Workers of America deliberately, and wrongfully withheld for a period of more than eight months these houses. The purpose of the withholding was not alone to use them for occupation by these striking miners, but was primarily for the purpose of preventing their occupation by men anxious and willing to work, thus blocking the efforts of the owners of the mines to mine coal. These striking miners from the time they ceased to work on May 8, 1920 (with the exception, of course, of a great many who have left the union and returned to work) have worked neither for their employers at these mines nor for anyone else, but have remained in complete idleness. "Idleness is the devil's workshop," and this may account for the disorder and law violations which have existed wherever these striking miners have been.

The Situation Fairly and Accurately Set Forth in Governor's Statement to the People

On February 9, 1921, the Governor of the State gave to the public through the press a statement

which clearly, fairly and accurately sets forth the strike situation in the coal mining district. Among other things he says:

"In my opinion, the strike is practically at an end and would be absolutely at an end if the labor leaders would but recognize the fact and declare it officially. Such being the case, the question naturally arises, 'Why should the State troops be kept in the mining district at an expense to the taxpayers of the state of several thousand dollars per day?' It is mainly for the purpose of answering that question that I am making this statement. The answer is: The miners who are unemployed have received instructions from the union leaders to organize committees at and from each union local to act as picket forces at the mines and to do everything in their power to get those at work to quit and keep those out from going back to work. Picketing is prohibited by the laws of Alabama. The pickets and their leaders are in open defiance of the law. They are inactive only because they are restrained by the presence of the troops. If the troops are withdrawn, we have every reason to believe that the pickets would become active immediately with the resulting conflicts between the working miners and the non-working miners. Rioting and bloodshed would inevitably follow.

$3000 daily

No Serious Differences

"There is no serious difference between the operators and their former employees. The only difference of consequence between the operators and the striking miners, and the real cause of the strike, is the simple question of recognition by the operators of the union known as the United Mine Workers of America. That was the finding of the coal commission, which investigated the matter last fall.

"I can see only two immediate remedies for the existing situation:

(1) Recognition, direct or indirect, of the United Mine Workers of America by the coal operators. Direct recognition means the making of contracts by and between the operators and the officers of the United Mine Workers of America to control the conditions of mine labor. Indirect recognition would be the making of contracts between the operators and the workmen in their mines which would be accepted by the United Mine Workers of America as satisfactory to the organization.

Labor Leaders Asked to Uphold Law

(2) Publication of a statement by the Alabama labor leaders and their well known attorneys to the effect that they will no longer counsel the violation of the laws of Alabama through picketing and otherwise, and that all workmen should be allowed to pursue their vocation without intimidation or molestation, followed by the immediate withdrawal from Alabama of the leaders of the United Mine Workers of America and other labor agitators from other states. Such action on the part of the labor leaders and their lawyers would end the unhappy situation without an official declaration from the United Mine Workers of America and permit the withdrawal of the soldiers and their return to their distressed and anxious families, many of whom are in sore need of the services of their boys. Unfortunately, there is no law on the statute books to enforce the adoption of either plan. The only force that can be used is the force of public opinion, publicly and plainly but lawfully expressed.

The Situation Intolerable

The question for the people of Alabama to consider is as to how long they will permit the

existence of this intolerable situation which is costing the taxpayers of Alabama a hundred thousand dollars per month. Public opinion can answer the question. Neither party to the controversy can stand against it. I hope the people will speak in plain, positive and unmistakable terms."

The Following Facts Proven Beyond Reasonable Dispute and Doubt

We submit that these facts prove beyond dispute and beyond reasonable doubt the following:

(a) That when the strike was first called in May, 1920, the miners of Alabama were satisfied with their wages and living conditions.

(b) That the strike was fostered, called and conducted by leaders and agitators; that there has never been at any time more than 25% of the miners of Alabama engaged in the strike, or sympathetic with its purpose.

(c) That the strike as engineered and conducted by Alabama officials of the union and Alabama miners was not successful, except in a very limited degree, and that as long as it was being conducted by the Alabama miners, while there was some disorder and law violations, it did not become aggravated.

(d) That immediately following the call for the general strike in September, and the coming into Alabama of foreign agitators and organizers, negroes and whites, the disorders and violations of law, which have hereinbefore been partly enumerated, began and increased until it became necessary for the Governor of Alabama to call out the troops.

(e) That the troops were able, within a short time to substantially restore order, and that upon order being restored, the production of coal very largely increased until it was normal, and that when this occurred the non-resident leaders of the strike passed their resolutions of December 10th defying the laws of Alabama.

(f) That immediately following the passage and attempted enforcement of the unlawful resolutions of December 10th, killings, dynamiting and law violations again began to increase, and the military was compelled to redouble their energies in order to protect the good name of the State and of its laws.

(g) That the leaders of the union have been discredited by every State official or court who has had occasion to act officially in reference to the strike.

The Verdict of the Courts and Constituted Authorities

The courts of the Justices of the Peace, the Circuit Courts and their juries, and the Supreme Court of Alabama have all declared and adjudicated their acts to be illegal.

The Commanding General of the Alabama National Guard has been forced to publicly disclose the effects of their illegal actions.

The Commission, consisting of Dr. Geo. H. Denny, President of the State University, former Governor Chas. Henderson, and former Justice of the Supreme Court, Jas. A. Mayfield, have repudiated the claims being made by Van Bittner and others that wages are too low and that living conditions are intolerable in the mining camps.

Finally, the Governor of Alabama, a man who had the independence and courage to impose on mine owners the tonnage tax, a man representative of and elected by the whole people, has been forced in a public statement to call upon the people of Alabama by the force of public opinion, to drive these foreign agitators from our midst.

This Committee Affirms the Facts Stated in the Foregoing Are Fair, Correct and Indisputable

As a committee appointed by a large and representative body of citizens and business men of Bir-

mingham, allied neither to the coal operators nor the United Mine Workers of America, we submit to the people of Alabama the above statement of facts; we affirm these facts to be fair, correct and indisputable.

The Governor Should Be Endorsed

On these facts we call upon the people of Alabama to join with us in a grateful and patriotic endorsement of the Governor of our State.

We endorse his action in using the military of the State in the protection of life and property and in upholding the dignity and majesty of our laws. We ask that, irrespective of the costs (believing that as taxpayers a large proportion of this cost will fall upon us), the Alabama National Guard be retained in the field until the Governor is assured that our laws will be no longer defied and violated.

Our Citizen Soldiery Sufficient

We endorse his action in refusing the often-made suggestion of the leaders of the United Mine Workers of America and some of its misled sympathetic allied organizations, in requesting that our citizen soldiery be relieved by federal troops. These boys represent different portions of our State, they are bone of our bone, flesh of our flesh, they know our customs and are acquainted with our traditions. Many of them trod the paths of glory in France. We earnestly protest against the expressed desire of anyone to substitute in their place federal troops brought from a distance.

A Request Properly Refused

We approve the action of the Governor in refusing the puerile suggestion of the leaders of the union that one thousand of its members be commissioned, armed and used for the purpose of protecting the lives of non-union employees whom they have villified as "scabs" and sought by every character of intimidation and force to prevent from engaging in their livelihood.

The Strike Really Ended

We approve the action of the Governor of Alabama, after a full and disinterested investigation, in declaring that the strike, so far as the production of coal is concerned, is at an end; and in calling upon the leaders of the strike to publicly and in clear and unmistakable terms withdraw their resolutions of December 10th, which instructed the members of the Union to violate the laws of Alabama, and we call upon these leaders to make equally clear and unmistakably plain to their members that violation of the law on their part will not be longer sanctioned or allowed.

An Unlawful Imposition

We feel that the United Mine Workers of America have no right to force a monthly bill of expense of maintaining the Alabama National Guard in the field upon the State of Alabama, and we demand that the officials of this union, having lost the strike, shall concede it as lost and declare the strike ended.

In conclusion we ask you to stand with the authorities and uphold the hands of the Governor in preserving the good name of Alabama.

We would not have spoken in regard to this matter, nor did we speak so long as the outcome of the strike was in question. But whatever we may think of union labor, we recognize that this coal strike has failed, and in the name of our State, which has stood all that it can stand, and in the name of our Governor, who has been patient and fair throughout the whole trying experience, we ask that the strike leaders accept these simple facts and end the strike.

We condemn the attack which has been made upon the Governor of our State, the officers of the National Guard, the rank and file of our citizen soldiers, and the newspapers of our State.

We cannot believe that these officers performing

their sworn duties, disinterested in this controversy, have misrepresented the facts or been guilty of partisan action; nor do we believe that our newspapers have distorted facts or played favorites during this unprecedented situation.

We call upon the people of Alabama to rally to the call of the State and its Governor, and to the re-establishment by him of peace, law and order.

E. L. BROWN, Chairman,
I. F. YOUNG,
J. D. KIRKPATRICK,
H. G. SEIBELS,
D. B. DIMICK,
W. D. TYNES,
F. B. FOWLKES,
Committee.

A PARTIAL LIST

of the Citizens who are behind the Committee which prepared these FACTS and who earnestly request you to give them your thoughtful consideration.

J. D. Kirkpatrick
E. H. Andrews
George B. Ward
J. L. Yancey
Arthur A. Adams
John B. Rosenthil
Eugene L. Brown
H. G. Seibels
I. F. Young
Walter B. Fowlkes
Middleton S. Barnwell
Tom M. McClellan
S. E. Thompson
W. D. Tynes
Wallace L. Caldwell
Clarence N. Wiley
John C. Henley, Jr.
W. W. Wood
H. Key Milner
Clarence Lloyd
Edmund C. Armes
Al C. Garber
E. H. Cabaniss
Cunningham Wilson
Frank Nabers
Lewis C. Morris

Thomas J. Crittenden
R. L. Lange
B. S. Lester
Frank B. Clark
J. F. Watson
R. A. Smallman
V. O. Barnard
Lloyd St. J. Smith
Stuart H. Frazer
Claud H. Estes
E. D. McKinney
Robert Jemison, Jr.
Murray Brown
J. F. Gillem
T. A. Gaskin
J. A. Smith
Charles T. Allen
J. J. Elliott
Chas. H. Brown
M. P. Northington
R. A. Brown
Robert Jemison, Sr.
R. I. Ingalls
Benjamin Leader
L. K. Steiner
Otto Marx
Dan B. Dimick
Hill Ferguson
Frank B. Fowlkes
C. M. Allen
J. W. Oden
Donald Comer
W. C. Bonham
Henry R. Howze
W. R. Hilliard
W. L. Beasley
B. A. Monaghan

33-864

x 42-
66141
SCREENED
By HEW NARS, Date 1/3/85

VIOLATION OF AGREEMENT

by

EMPLOYES

HON. SAMUEL ALSCHULER

ARBITRATOR

JUNE 20, 1919.

I N D E X

Witness.	Page.
Bedford, Robert	148
" " ,recalled	220
" " "	299
Bremer, William	192
Brennan William J.	31
Calef, S. C.	9
" " " ,recalled	422
Custer, Frank	258
Chee, William,	243
Cornick, Walter	510
Grabe, Gus	362
Gunior, Frank	502
Hall, E.C.	610
Hodges, Joe	472
Johnstone, J.W.	538
Jeritz, William	377
Kilkowski, John	573
Kubek, John	392
Lane, Dennis	61
Michora, Louis	83
Mladek, John A.	301
" " " ,recalled	348
Reed, A.L.C.	485
Saunders, John	386
Sheeley, W.F.	607
Smith, C.M.	493
Smith, Frank	527
Sobyre, Joseph	109
Towle, James F.	54
Wells, John	454
Williams, Austin	426
Williams, George	39
Wingert, O.J.	22
Wurmle, Jacob H.	6
" " ",recalled	34

A R B I T R A T I O N

between

THE CHICAGO PACKERS AND THEIR EMPLOYEES.

- - - - - - - - -

Proceedings had and evidence taken, beginning at 10 o'clock A. M. June 20th, 1919, in the room usually occupied by the United States Court of Appeals, Chicago, Illinois, before HONORABLE SAMUEL ALSCHULER, Arbitrator, to whom the matters in difference between the parties had been submitted for settlement.

Messrs. Carl Meyer, James G. Condon, and Martin J. Isaacs, representing the Packers.

Messrs. John Kilkowski, J. W. Johnstone, Dennis Lane and Martin Murphy, representing the men.

- - - - - - - - -

THE ARBITRATOR: Well it is your complaint Mr. Meyer ?

MR. MEYER: If your honor please, we filed a complaint here yesterday for the purpose of having

your honor consider certain matters that have arisen. The employers have been endeavoring scrupulously to live up both to the letter and the spirit of the agreement which they made with the President's Mediation Commission, under which your honor is acting as Arbitrator. During the past week or more there have been a number of instances of clear violation on the part of the employees of the agreements which they made with the President's Mediation Commission, and your honor, I need not recall to you the terms of the various agreements that are in effect, but there has been an absolute cessation of work on the part of the employees, not once but a dozen times, and it does seem as if, from all that we can gather, those cessations of work in a body by a whole gang of men in a particular department has been more or less influenced by a decision on the part of the men to really perpetrate a severe injury on the employers. In other words, your honor can readily see, that in the work we are doing, the killing of a steer or a hog, then leaving that animal in a position where life is extinct, and nothing done with the carcass is a very serious matter.

Two or three days ago, Monday or Tuesday,

there were in one of the plants, I think, if I am correctly advised, something in the neighborhood of one hundred and sixty hogs that were left hanging in an unfinished state and would have spoiled if it had not been for the loyalty of the various foremen and superintendents out there, who themselves took off their coats and finished those hogs. Otherwise every one of them would have been absolutely spoiled for all purposes. Now yesterday,-- I think it was yesterday, at another one of the plants, they came in and started to work at seven o'clock and got all the cattle on the floor, put them in position where nothing could be done with them, and started to work, and within half an hour or so all of them quit.

What we want to do your honor is this. If our agreement is worth anything we want to abide by it, and we want to have the men abide by it. There has not been, so far as we have been able to ascertain,-- and I will say that Mr. Condon and myself have undertaken since this matter came up to get as much information as possible, and we have been unable to ascertain that there is a single grievance

on the part of any one of the employees or any number of the employees with reference to wages, working conditions or any other matters whatsoever. There does seem to be --- and it is perfectly open--- some intensive campaign on the part of the union men to have what they call "one hundred per cent union". We have scrupulously lived up to our agreement in not discriminating as between union and non-union. Now what the cause of it is I do not know, but it does seem to me that if these men who have agreed with the President's Mediation Commission to abide by certain agreements which were made-- if these agreements amount to anything, these things must stop. Otherwise we cannot go on.

I am just making that statement to your honor so that you will understand the purpose of this hearing. We are ready to produce to your honor such evidence as you wish about the cessation. We have recited only some of that your honor. I know myself of two or three other very strong severe instances of a similar character in other plants.

Your honor will recall I came over here myself last Monday with reference to a similar instance

in the plant of Roberts and Oaks. Yesterday I understand there was a similar one in the Agar Packing Company, in addition to the ones that had been in this complaint.

Now it looks to us as if these things were not mere sporadic outbreaks, but there seems to be a definite policy on the part of some one to actually have these cessations occur and have them occur in such a way that will work absolute injury to the employer, without any grievance so far as we can find on the part of the employees. No grievance has ever been presented that we know of, either to the superintendent or to your honor. At any rate, we have had no notice of it.

THE ARBITRATOR: Well, go ahead.

MR. CONDON: Probably these points that are urged in the complaint may be conceded by these gentlemen who represent the employees, so far as the facts stated in the complaint are concerned, and if--

THE ARBITRATOR: Oh, let us have the facts. Let us not proceed on concession. I would like to get the facts.

J A C O B H . W U R M L E .

testified as follows:-

DIRECT EXAMINATION BY

Mr. Meyer.

Q What is your name ?

A Jacob H. Wurmle.

Q What is your business or occupation ?

A Superintendent of the G. H. Hammond Company.

Q Have you been in that position for some time ?

A Six years.

Q Won't you just state in your own way to Judge Aischuler what has occurred within the past few days in the plant of Hammond Company with reference to the matters that are under discussion here ?

A Last Thursday an employee by the name of Jake Kubek informed the hog killing foreman that a few of his employees were not members of the union, and the foreman would have to insist on their joining the union or discharge them.

He advised him, according to the agreement we were working under, that we could not discriminate.

Q What happened then ?

A This party Kubek informed him if he did not do one or the other there would be trouble similar to what Wilson had .

Q When was that ? A Last Thursday. So it rested thereuntil Tuesday morning this week.

Q That was the 17th of June ?

A About 8:15 operations were stopped on the hog killing floor.

Q Were you there ?A-Not on the floor, no,sir, in the office.

Q Were you called on the floor ? A No,sir.

Q What happened that you know of ?

A This same man Kubek and another party by the name of Jay Thorton advised our hog killing man that there were several men on the killing floor who were not members of the union, and if he did not get them in they would stop work, which they had started at that time, and would not continue the operations.

THE ARBITRATOR: Q: Is this what you heard from first hand or was it reported to you ?

A This is what was reported to me.

Q I just merely make this suggestion. The chances

are you will have the man who reported that to him?

A We have the men.

Q Would it not be better as to those particular things to get the men who know about it at first hand ?

MR. MEYER: I agree with your honor.

THE ARBITRATOR: We always let hear-say evidence go in here. It is all right enough, but you let him put it in, and then have the men tell, it is just repetition and does nd give it added strength by reciting what someone else told him.

MR. MEYER: I think that is entirely right. I was going to let Mr. Furmle give the general conditions out there.

THE ARBITRATOR: All right. I don't want to shut off anybody, but I make the suggestion in the interest of time and economy.

MR. MEYER: Mr. Furmle, after this cessation occurred you need not say what was reported to you, I want to know if anything-- does this other foreman know all about the transactions that occurred ?

A Yes.

MR. MEYER: Then I will withdraw you.

THE ARBITRATOR: G. H. Hammond is a Swift concern I take it ?

A G. H. Hammond is a Swift concern.

--ooOoo--

S. C. C A L E F .

testified as follows:-

DIRECT EXAMINATION BY

Mr. Meyer.

Q What is your name ?

A S. C. Calef.

Q What is your business ? A Foreman of the hog killing floor of the G. H. Hammond Company.

Q Were you the foreman there last week ?

A Yes, sir.

Q Now will you tell the Judge what happened on or about last Thursday with reference to any statements made as to stopping work ?

A Last Thursday about eleven o'clock the foreman of the hog offal came to me and told me that John Kubek had told him there were two men working in his department that did not belong to the union, and he wanted him to get them to join or discharge them.

I told him I would handle the matter. During the noon hour I stopped John Kubek and told him of the conversation he had had with this foreman on the offal floor, and told him that I didn't want them elicit it on the plant, either during working hours or lunch time, and he said that if we did not want to have any trouble like they were having at Wilson's we would have to have these men join. I told him it was no affair of mine whatsoever, we did not discriminate. That was all that happened.

Q Then what was the next thing that happened ?

A Tuesday morning at 8:15 of this week this John Kubek came to me and told me there were several men on the hog killing floor that did not belong to the union, and he wanted me to get them to join or else discharge them. I told him, as I had told him the Thursday before, that I was not interested, that it was no affair of mine, or the Company's either, they would have to do that on the outside if they wanted these men to join the union, and I told him if he was not satisfied with my decision he could take it up with Mr. Wurmle, the superintendent. He said

he would. He turned around the talked to a couple of men and immediately they stopped work and said that they would not work with these men on the floor.

Q How many men were there working on that floor ?

A About seventy-five.

Q And how many of them quit work ?

A Seventy-five.

Q The whole floor ? A Yes.

Q What were these particular men engaged in at the time ?

A The dressing of hogs.

Q Was there meat and the various products of the hogs lying on the various tables and so forth ?

A The hogs were hanging on the chain. Some of them in a finished condition ready to go to the cooler. The others partly finished; and the others not finished at all.

Q And no matter what operations these men were engaged in, they all quit ?

A Yes, sir.

Q And left the hogs hanging there ?

A Yes,sir.

Q Then what happened ? That was at what time?

A 8:15.

Q On Tuesday morning ? A Tuesday morning.

Q Had they been working there on Tuesday morning for any length of time ?

A They started at seven o'clock.

Q Had some of those hogs just been killed that morning ?

A They were all killed that morning.

Q Then what happened Mr. Calef ?

A Kubek came to me and said they were going to see this thing through. I told him it was a case of either going to work or going home. I told him that again. He said, "No, we are going to stay and see this thing through". And he asked me to call up Mr. Wurmle. I told him if he wanted Mr. Wurmle it was his place to go and get Mr. Wurmle and they waited around there for a while and I figured it was my duty to inform Mr. Wurmle what had happened, which I did. He said, "All right, I will take care of it". A few minutes later Mr. Wingert, our pork superintendent, came on the floor and handled it from then on.

Q Do you know whether any other men quit work on

that day after that ?

A Yes, sir.

Q You know that yourself, you saw them quit, did you ?

A I saw them after they had quit.

Q How many others quit ?

A The pork cutting floors, about seventy-five men.

Q And how soon after these first seventy-five men had quit did the men on the pork cutting floor quit?

A I should say about fifteen minutes after.

Q You did not have anything to do with the foreman of that department ?

A No,sir.

Q Did any others quit then ?

A I learned that the balance of the pork house had quit, about seven hundred or nine hundred men.

Q And do you know about how long afterwards they quit or when they quit with reference to the time that the first fellows quit ?

A In the neighborhood of an hour or an hour and a half.

Q So that by nine o'clock or half past nine or

ten o'clock the whole house had quit work?

A By eleven o'clock practically the whole pork house had quit.

Q Now, do you know how long they stayed out ?

A No, sir.

Q Is that all you know about this matter ?

A That is all I know sir.

Q This man Kubek, what does he do ?

A His position is called a marker, a hog marker.

Q Do you know whether he occupies any other position, any official position with the union ?

A No, sir.

Q These people came back to work Wednesday, didn't they ? A They did, yes, sir.

Q Now, did they quit again on Wednesday ?

A They did.

Q Now tell us about that ? A Wednesday at seven o'clock the men started to work and killed one hundred and sixty hogs. They got about forty-three hogs through the scalding tub, the scraping machine and ready for the shaving rail. All men performing operations up to the ham shavers worked on these hogs. When it got to the ham shavers they refused to work.

Q Who refused to work ?

A The ham shavers, and the balance of the butchers.

Q All of the same seventy-five men that had been working the day before that quit ?

A Yes,sir.

Q What -- was it the same men again ?

A Yes,sir.

Q What did they do ? Walk out or stop working ?

A They left the work stand there and stood around the floor, and Mr. Wingert came up and had a talk with them and handled it from there on.

Q Were you there ?

A I was on the floor, but not in the immediate vicinity.

Q Do you know what happened to these hogs on Wednesday after these people had quit ?

A They were handled by the foremen and superintendent which we had in the plant there, and put in the cooler.

Q And none of these seventy-five men who quit on Wednesday did any more work on those hogs ?

A No,sir.

Q And they did not come back to work or do any more

work that whole day ?

A No, sir.

Q And those were the very same men who had quit the day before ?

A Yes,sir.

Q Were you there at any time- - - do you know how they happened to come back again on Wednesday ?

A No.

Q That was left to some other people ?

A Yes,sir.

Q How long did they work there on Wednesday, the day before yesterday ?

A About fifteen minutes.

Q And those hogs were put in the pen-- were killed-- these one hundred and sixty hogs, and were going through the process and had gone through-- forty three of them through the scalding tub ?

A Yes.

Q But all of them had been killed ? And were hanging on the chain ?

A Yes.

Q What would have happened to those hogs if the foremen and superintendents had not taken hold of

the operations and completed them ? And got them in the cooler ?

A They would have been spoiled and would have been condemned by the United States Government Inspector, gone to the grease tank.

Q And these seventy-five men who quit had been working there and were familiar with the operations, were they not ?

A Yes, sir.

Q And were all fully aware of what would happen to those hogs if they were not dressed and finished ?

A I presume they were.

Q They did not come back at all on Wednesday ?

A No, sir.

Q Did they come back yesterday ?

A They came back yesterday morning.

THE ARBITRATOR: Did any men quit on Wednesday ?

MR. MEYER: Yes, I was going to ask you. On Wednesday after these men on the killing floor quit were there any other men quit in your part of the house that you know of ?

A The hog cutting gang quit.

Q The same ones as the day before ? How many of them ? The same men ?

A Seventy-five.

Q Did they quit at or about the same time ?

A They did.

Q Had they been working there for fifteen minutes or whatever length of time you say these fellows worked there ?

A From what I learned they had only just started and only had a few hogs on the bench when they ceased operations.

Q Were you on the hog killing floor when they quit on Wednesday ?

A Yes, sir.

Q Did they all quit at once, ordid you see how it happened ?

A There was about in the neighborhood of twenty-five men that started work at seven o'clock, up to the ham shavers, those men were working. When it come to the ham shavers, they consulted this John Kubek on the floor as to what they would do, and I didn't hear

it, but from what action was taken, I think he had told them not to start.

Q Did you have any talk with him or anybody ?

A No, sir.

Q Did anybody say anything to you or tell you they were going to quit if you didn't do something on Wednesday ?

A No, sir.

Q Do you know what position Kubek occupies, if any with the union ?

A Only from hear-say.

Q Well, does he seem to be the fellow on the floor that represents the union ?

A He does.

Q They all look to him for orders ?

A They do.

Q And did you see twenty or thirty of these men go to him and talk to him before they quit ?

A Yes, sir.

Q You say the hog cutting floor quit at about the same time ?

A They did.

Q And did the rest of the pork house quit also on

Wednesday ?

A I am not familiar. Being on the killing floor I am away from the pork house.

Q But the killing floor and the cutting floor both quit ?

A Yes,sir.

Q And did not work all day Wednesday ?

A No,sir.

Q Now Mr.-- do any of these gentlemen want to ask any questions, that is all I care to ask him your honor?

THE ARBITRATOR: Q: When did they come back, if at all, or are they still out, these men ?

A They came back Thursday morning, yesterday, at seven o'clock.

Q Do you know how they happened to come back ?

A No , sir.

Q And have they been working ever since ?

A They worked eight hours yesterday and started this morning again at seven o'clock and were working when I left at eight o'clock.

Q You have not heard that they have quit since you left this morning ?

A No, sir.

Q Did you learn in any way what John Kubek's assumed position was, whether it was one of leadership or whether he is just simply one of the men on a par with the rest of them so far as authority is concerned ?

A From what I can see, being foreman on the floor, I would take it that he is a steward.

Q How long has Kubek been in your employ to your knowledge ?

A Over a year.

Q What is his job ?

A He is marking hogs.

Q What is his wage rate ?

A Sixty cents an hour.

Q Has he in the past taken up any grievances with you, if any did arise on other matters to your knowledge with you or with other officials of the company ?

There may have been no grievances, I don't know.

A Well, I cannot really any.

Q How long back has he been so demeaning himself that you concluded that he was the steward or perhaps the spokesman for the men on the floor ? How

long has that been the case ?

A Oh for the past three or four months.

Q Is he here in this room ?

A No, sir.

Q Is he working today ? A He is .

Q Was there any other or different cause assigned for the men quitting, so far as you know, from what has been stated ?

A This is the only case.

Q That is all you know about it ?

A That is all.

THE ARBITRATOR: Does anybody else wish to ask this witness any questions ?

MR. MEYER: I was going to ask him, on that same line, was there any grievance ever presented to you as a grievance by these men, other than as you have just mentioned ?

A No, sir.

--ooOoo--

O. J. W I N G E R T ,

testified as follows:-

DIRECT EXAMINATION BY

Mr. Meyer.

Q What is your name ?

A O. J. Wingert.

Q Now Mr. Wingert, won't you tell us-- you are foreman of what ?

A I am pork superintendent.

Q Pork superintendent for whom ?

A G. H. Hammond Company.

Q You know what occurred on last Tuesday ?

A Yes, sir.

Q Won't you just tell this court just briefly what occurred ?

A I will start in where Mr. Calef left off, because that is where I came in. He sent for me.

Q On Tuesday morning ?

A On Tuesday morning he sent for me, and I talked with this hog marker, John Kubek, and he told me what his troubles were, that there were men there who did not belong to their organization, and they must go in. I told him I could not discriminate for him. I talked with him then until about 8:20-- from about 8:20 to five minutes of nine. In the meantime I asked him to go and call up their representative, which he did and they came back and we cleaned up those hogs on Tuesday.

THE ARBITRATOR: Who came back ?

A The men.

Q You mean on Tuesday ?

A Yes,sir, and they cleaned those hogs up that were dead, and quit. In the meantime their representative came over there and from then on Mr. Wurmle handled it.

MR. MEYER: Q: Now let me get this straight. On Tuesday when they quit you had your talk with him, and then he called up headquarters and then he came back there, at least they did finish up those hogs that were on the chains ?

A Yes,sir.

Q And then when they got them completed they quit ?

A Yes,sir.

Q Now when they quit you turned over the matter to Mr. Wumsle ?

A Yes, after their representative came over.

Q Were you there also on Wednesday ?

A Yes.

Q Now tell the court what happened on Thursday ?

A It happened as Mr. Calef has stated. I came over on the scene at that time. I asked John Kubek

what was the matter. Well, there were two or three or more men that did not belong to the organization.

THE ARBITRATOR: Two or three more or the same men that were there the day before ?

A The same that were there the day before. I said, "Well, what are you goingto do ?" He said, "Well,we are through." I said, "Aren't you going to work ?". And he said, "No, we won't work any more as long--

Q That was on Wednesday ?

A That was on Wednesday.

Q But the work has been started ? A The work has been started. "No, we are through until you get these men out". I said, "I cannot do that for you." So I told them to go home, and they went home.

MR. MEYER: That day they did not finish up the hogs?

A From then on Mr. Wurmle handled it.

Q That is all that you know about that transaction. Have you had any other talks with Kubek or any other representatives ?

A On the second day I wish to state that after their representative came over there and talked to the men and tol

and told them to go back to work--

THE ARBITRATOR: Q: Who told them ?

A Their representative.

Q Well, who was he ?

A What were those names Mr. Wurmle of these other gentlemen who came over ?

MR. WURMLE: Jake Lebowkey and McElroy.

Q Did you hear what they said ?

A Yes, they took their men outside of the office and came back and told the men to go back to work.

Q Did you hear them tell them that ?

A Yes, and I went with the men back to the gang.

Q That was on what day ?

A That was on Wednesday.

Q Did the men go back on Wednesday ?

A I followed these representatives they had sent down to talk to their men from the headquarters, and they had a little conference with themselves, and I said, "Well boys, let's get started." They walked back into the pen and were talking Polish, and I didn't understand what they said. I said again, "Aren't you going to get started?". And finally they said, "No."

Q Who said no ?

A The men.

Q Any particular men ? A No, I could not say just who it was.

Q Was this after the representatives had been there ?

A Yes. I went back down to Mr. Wurmle's office, and the representatives were still there, and I stated what had happened, and I went back up to the floor and the men were disbursing and going home.

MR. MEYER: That was on Tuesday, was it not, not on Wednesday ?

A Tuesday I should have said it was.

THE ARBITRATOR: Q: Well, I thought you said that Tuesday the men did return to work long enough to finish the hogs ?

A They did. Then when their representatives came over and interviewed them they wouldn't kill hogs any more.

MR. MEYERS: Just finished those that were started ? A Yes.

THE ARBITRATOR: Did you talk with the representatives ?

A Mr. Wurmle handled that .

Q Were you present ?

A Yes.

Q Did you hearwhat was said ?

A Yes.

Q You were present and heard what was said. Just tell us what it was, if you remember it ?

A Mr. Wurmle stated to the representatives that their men wanted us to discriminate and it was contrary to your honor's ruling and we could not do so, and they seemed to think that we should get rid of these men, for harmony's sake. Mr. Wurmle stated that he could not do that. Then they took their men out and had a little conversation and he told them to go back to work.

Q Did you hear him tell them to go back to work ?

A Yes, it was told in our presence.

Q But the men did not obey it ? A No,sir.

Q Is that all you witnessed or heard ? That is, in a general way. I suppose there was more detail ?

A Yes,sir.

MR. MEYER: Q: Mr. Wingert, do you know how many

men went out on Tuesday ?

A Tuesday I believe in the neighborhood of twelve hundred.

Q You have personal knowledge of the number of men that were working in the pork house ?

A Well, in a way yes.

Q What I mean is approximately . Mr. Calef said he only knew the cutting and killing floors, and there were seventy-five men on there. Now you know about the others he was speaking of. Did they quit ?

A They all quit.

Q About what time ?

A They kept going out all morning up until twelve o'clock, as it began noised around presumably-- I did not see any of them-- they would come to the decision they would go. Some of the departments would automatically relieve the other. The killing floor would automatically relieve the cutting floor because when they were not cutting there would be no work for the trimming floor.

Q Were any of these gangs requested by the employer to quit ?

A No,sir.

Q Was there work for them to do ?

A Yes,sir.

Q Did you have any further talk with any of the men on your floor as to why they quit ?

A No, sir.

Q You have charge of that whole house, have you ?

A Yes,sir.

Q Did any of them come to you with any complaint or grievance or anything of that kind ?

A None whatever.

Q Do you know how many quit on Wednesday ?

A I would say in the neighborhood of seven hundred.

Q Were the same people engaged in the same occupation as did quit on Tuesday ?

A Yes,sir.

Q Throughout all the house ?

A Yes,sir. There were some of them that went out Tuesday that did not go Wednesday. The smoke house and what we term as the "sweet pickle" gang. I think a part of them sent out.

Q And you think there are somewhere in the neighborhood of twelve hundred men engaged in that house ?

A Out of twelve hundred the loading gang went out, which I have no jurisdiction over. I don't know how many men are in that gang. They were included in the twelve hundred.

Q What effect did it have on that house ?

A It just shut us up.

Q Practically for Tuesday and Wednesday ?

A Yes,sir.

THE ARBITRATOR: Any questions ?

--ooOoo--

W I L L I A M J. B R E N N A N,

testified as follows:-

DIRECT EXAMINATION BY

Mr Meyer.

Q What is your name ?

A William J. Brennan.

Q What is your position ? A I am assistant foreman in the sausage room.

Q Of what company ?

A The packing gang.

Q Of the G. H. Hammond Company ? A Of the G. H. Hammond Company.

Q Did you have any experience this last week with reference to any men quitting ?

A Yes,sir, last Wednesday morning. Tuesday morning I did not have very much to do with it. Wednesday morning at 9:30 a man from the loading docks came up and told one of our scalers to quit working at 9:30, and the whole gang left at 9:3o and shut us up.

Q Were you present ?

A Yes.

Q Did you hear him tell it ? A I did.

Q Just what did he say ?

A He just told him, "Close up at 9:30".

Q What was his name ?

A Bill Joyce.

Q Is he here in the room ? A I have not seen him

Q Is he working today ?

A I did not see him today.

Q Did you ask him to come down ? A No, I did not.

Q Did anybody ask him to come down here ?

A I cannot tell you.

THE ARBITRATOR: I would like to have Bill Joyce here at two o'clock, and I would like to have John Kubek here at two o'clock. The men that know about these things, we ought to have here. I want to

get

as much light as I can.

MR. MEYER: This man Joyce, was that the man that you say told the other men to quit at 9:30 ?

A He was the checker and came upand told this man to quit at 9:30 .

Q What was the man's name ?

A His name is Jack Saunders.

Q Jack Saunders and Kubek. Now they all work at Hammond. Now that is all he told Saunders ?

A That is all.

Q What did he say ?

A Just told them to close up at 9:30 .

Q And what gang was Saunders working with ?

A Working in the sausage packing gang.

Q That is in your department ?

A Yes.

Q Now what happened at 9:30 ? A At 9:30 they just walked off the job.

Q How many of them are there ?

A There are about twenty-five men and about seven or eight girls.

Q They all just quit at 9:30 ? A Yes.

Q And it was how long before that that Joyce had told Saunders to quit ?

A About ten minutes before.

Q Had anybody presented any grievance to you or found any fault with anything ?

A Never said a word to me. Just walked off the job.

Q What did you do ?

A I went out and told the foreman over me, a fellow by the name of Dey. I went out and informed him what was doing.

Q Did they come back at all that day ?

A No, sir.

THE ARBITRATOR: Any questions ?

--oooOooo--

J A C O B H . W U R M L E ,

resumed the stand, and testified further as follows:-

DIRECT EXAMINATION BY

Mr. Meyer.

Q Now, Mr. Wurmle you have given us your name and your position. Now won't you just tell us what you know personally about this matter ?

A After what has been reported by Calef and Wingert McElroy and Lebookey came to our office and wanted to

know what the trouble was.

Q Was this on Tuesday?

A This was on Tuesday. I told him the men had refused to work unless we discharged four or five employes they claimed were not union men. Something we could not do, we could not discriminate. They asked me if I would get the men down that had presented the argument, so I did. I brought down a man by the name of Jake Kubek and a man by the name of J. Saunders and a man by the name of Carcus,- I don't know his first name, I think it is "J", all employes on the hog killing floor. Mr. McElroy took them outside our office and talked to them. He returned with them. This Leboskey stayed with me. He said "Well boys, you made a mistake. You are breaking the agreement. Go back to work." I went out in the office with Mr. Wingert our Pork superintendent, and he came down in about five minutes, and said "well, they refused to work anyway." "They want these men fired." So, I said, "well, all right, tell them to go home. If they don't want to work, go home." About 11 o'clock, Mr. Mc Elroy and this Leboskey started to leave the place, and they came back in about five minutes with Mr. Kilkowski, so Mr. Kilkowski wanted me to see if I could not influence

the foreman, not in a direct way, to join the union, but intimate to the men it would be a good thing for them to join the Union. That would eliminate all this trouble. But I refused to do it. Then he wanted to know if he could go up on the floor and talk to these men. I said, no, I considered that open soliciting. I would not allow it. Then he wanted to know if I would send the men out the following morning for him to talk to. I refused to do that. So he said, well, he would see they came back to work in the morning at seven o'clock if I would allow it, and agreed that the men had made a mistake.

THE ARBITRATOR: Q He agreed the man made amistake?

A Yes, absolutely agreed all the men made a mistake. all three of them did. That was all that happened on Tuesday.

On Wednesday morning the men reported as usual, and had started the operations as you have them And Mr. Wingert informed me that they refused to go to work unless we discharged these non union men, so I told him to tell them to go to work or go home. That is after they had run out this 160 hogs and allowed them to hang there. About 9-15 Mr. Murphy called me up. Well, he said, I have got these fellows

in a halter, and I am talking to them.

Q Mr. Martin Murphy? A Yes sir. "I will have them back at noon." I said, "Well, I will let you know." I wanted to look the situation over and see if we could resume operations. So I called him back and said,"Will the men start at ten o'clock." He said, "Alright, I will have them there." At ten o'clock, they did not show up, and Mr. Murphy came over himself about 11 o'clock and informed me that he talked to those fellows but he could not get them to come back, but he would have them there sure at seven o'clock Thursday morning. I asked him what assurrance I would have that they would be there Thursday morning. Well, hesaid I will have them there. They will be there. Now, automatically, when the hog cutting operations stop, it affects about 700 men unless we find other work for them, but on both Tuesday and Wednesday we were not allowed to find any work for them. They did not give us a chance to find any work for them. They just started to work and stopped.

MR. MEYER: Q Do you know of any grievance or trouble of any kind that has ever been brought to your attention at all recently, except what has been detailed

here?

A No sir.

Q Have any of the representatives ofthe men presented any grievances to you, or that you know of at all?

A You mean affecting this situation?

Q Yes, I mean during the last few days when these things happened, other than you have said?

A Not any.

Q Do you have, or have you any knowledge as to whether the men there, union or non union, or do you pay any attention to that?

A I don't, no.

Q Have the Hammond Company in any way been discriminating for or against Union men?

A No sir they have not.

MR. MEYER: I think that is all your honor.

THE ARBITRATOR: Mr. Lane, do you care to ask him any questions?

MR. LANE: No.

THE ARBITRATOR: Mr. Murphy, do you?

MR. MURPHY: No.

THE ARBITRATOR: Mr. Kilkowski, do you?

MR. KILKOWSKI: No.

THE ARBITRATOR: Mr. Johnstone, do you ?

MR.JOHNSTONE: No.

THE ARBITRATOR: Any of you gentlemen present desire to ask any questions of this witness ?

- - - - - - -

G E O R G E W I L L I A M S ,

testified as follows:-

DIRECT EXAMINATION BY

Mr. Condon.

Q What is your name ? A George Williams .

Q Where are you employed ? A Wilson & Company.

Q And in what capacity ?

A Superintendent of the Chicago plant.

Q How long have you been there ?

A Two years.

Q Has there been any difficulty recently at Wilson and Company with reference to the cessation of work?

A I have had five departments quit in the last week or ten days.

Q Now, will you please, as nearly as you can, recite those instances to Judge Alschuler, beginning with the first instance ?

A On Monday 6/16, at 7:15 in the morning, the spokesman-- I don't know his name for the cellar gangs, spoke to our Mr. Ferris, the general foreman over the cellars, and told him there were a few people in the sweet pickle anddry salt departments that did not belong to the union. Mr. Ferris told them that it did not concern him and he did not know who was a member of the union and who was not a member.

At 9 A.M. sharp check #6856 L.Mihors stopped the motor running the machine and went among all the men in the Dry Salt Department and told them to stop work at once. I was on the floor and asked him what the trouble was and he said there were men in the gang who were non-union men and they would not work until these men were taken out of the department. At 9:05 I phoned the Stock Yards Labor Council and spoke to Mr. Murphy, told him the trouble and asked him to come down. At 9:35 I called him again and about 10:00 A.M. Mr. Murphy and Mr. Johnstone arrived. They went out to the Department and spoke to the men, and at 10:27 the men all returned to work.

While waiting for Mr. Murphy, #6619, John Krawczkowski, who is the spokesman for the sweet Pickle Department men, went among the men and asked them to go

back to work until Mr. Murphy arrived, but #6856 L. Mihora refused to let them return to work.

While Mr. Murphy was there the men brought up the question of dropping their time checks in the Department Office in the morning and taking out again before they quit each day. The men claim this delays them at quitting time. I promised Mr. Murphy I would fix this and this has been fixed. This was the first time this was taken up with us. The time that work was stopped was 1 hour and 27 minutes.

The number of men stopped in the Sweet Picle Department was 128; in the Dry Salt 210; in the Barreled Pork 34.

This stop also automatically stopped the Hog Cutting gang of 92 men and the Fresh Pork gang of 54 people.

On the same day at 12:30, when the smokehouse gang returned from lunch check #4485 F. Guzitor and another.

man by the name of J. P. Bouk, told the foreman if he didn't discharge all the non-union men in the department, they would stop the entire floor from working.

THE ARBITRATOR: Q What department are they in?

A That is the cellar house.

Q How many men are there in that department?

A I should say about seventy-five men altogether.

Q Do you know how many were union men? A I have not any idea.

Q Do you keep any account of it at all?

A No. The foreman told him he was not discharged these men.

Q Did the man tell you how many there were they wanted discharged?

A He never told me, no.

MR. CONDON: I want to make it plain, so there won't be any confusion about it, the witness, Mr. Williams, is reading the reports that were presented to him.

THE ARBITRATOR: Oh, he is testifying, and I will consider it as part of his testimony, regardless of whether he may make notes or not.

A We 'phoned the Stock Yards' Labor Council, and Mr. Kilkowski got up there about ten minutes after

three, and he talked in Polish to this committee that I sent for, and they went back to work, at about 3:20. They had been out since noon.

On Monday, 6/16, J. Sobyro, check 4048, told the foreman that unless the men in that department -- it is in the freezers -- that did not belong to the Union got their buttons, that on Tuesday they were going to quit work. When Mr. Kilkowski was down in the smoke house case on Monday I mentioned this to him, that I heard information that the freezer gang were going to quit work and John told me he would take care of it.

THE ARBITRATOR: John Kilkowski, you mean?

A Yes. He took care of it, so they went out on strike from about 8:20 in the morning, and I went out and spoke to these men, this man Sobyro, he is one of the few men in the department that can speak good American, and I talked with him and explained that we could not fire these men, because they did or did not belong to the Union, and he told me that plainly these boys refused to work with these non-union

men. Well, we called the Stock Yards' Labor Council and they sent out a representative, Mr. Murphy, I believe, and settled that, so they went back to work after being out about a couple of hours.

THE ARBITRATOR: Q That was on Wednesday?

A That was on Tuesday.

MR. CONDON: Q The 16th was on Monday?

A On Monday they told me that they were going to quit, and on Tuesday they quit.

Tuesday, at 8:55, the sausage room were working in the usual manner, and at 8:55 Jake Leboskey, check No. 6333, went through the department, and notified the manufacturing division and the packing and shipping and the boiled ham department that they were to quit work, and they quit.

THE ARBITRATOR: Q How many?

A About two hundred people. He was asked by the foreman why they quit work so suddenly and unexpectedly, and he said"some of the help did not belong to the Union and they were not going to work with these non-union men." Mr. Murphy came out and settled that.

Q Were you present at any of the conversations?

A I have not had conversations with the sausage room. The only one I was personally present at was --

Q No, I mean present at any of these meetings the representatives, Mr. Murphy, or Mr. Kilkowski, or whoever else may have been there, were talking with your men?

A I was present when Mr. Kilkowski talked to the smokehouse men, but he spoke in Polish.

Q Well, you did not understand what was said?

A No.

Then yesterday at 7:30 the beef killing gang, after getting the cattle strung along the floor, quit work. I got Mr. Murphy on the 'phone about 7:30 -- somewhere between that time and a quarter to eight, and some of these men got in touch with Mr. Lane who was evidently in the vicinity of the stockyards. Previous to that we had some information that this gang was going to quit.

Q Just state, before you go on with the remainder of your recital, what you have in your hands, and what it says and where it was found?

A I have a notice here that was found on the bulletin board of the beef killing floor on Thursday morning -- on

Wednesday morning. It says:

"Final Notice. Everybody must have their union button on Thursday morning when they come to work or they cannot work. Today is payday. Go to the hall and get your buttons tonight. This means everybody."

Q Now, what, if anything, did you do when you got notice of that, when your attention was called to that which you have just read? Did you communicate later with Mr. Lane or anybody?

A Mr. Frazee communicated with Mr. Lane previous to this, I believe.

MR. FRAZEE: It was after this.

THE WITNESS: Was it after this, I thought it was before?

MR. CONDON: Q Did you do anything in that connection?

A I did not do anything in that connection.

Q That was found on the bulletin board on Wednesday of this week?

THE ARBITRATOR: Is there a bulletin board there?

THE WITNESS: A We have a notice board there.

Q For giving communications to the men? It is done through the medium of the bulletin board?

A Yes.

Q That is the time when they are to report to work there or when they ought to get work, or anything of that kind?

A Then we use the board, too, for safety notices, and some bulletins we put up.

Q Notices that the men are supposed to read, I take it?

A Yes, sir.

Q For notice to the men? A Yes.

MR. CONDON: Q Now, that was found there on Wednesday of that week, and it refers to Thursday of this week. Now, what happened on Thursday of this week?

A Thursday morning at 7:30 -- that is, yesterday, the killing gang stopped work after about thirty minutes.

Q What was done during that thirty minutes when they were employed?

A They got the cattle just about as far as the cooler, and then quit after the last man on the floor had started to operate.

THE ARBITRATOR: Q That is, they start to operate at different stages at different times, do they?

A Yes.

Q The knockers start first? A Yes down to the cattle washers.

Q Then they start a little later, depending upon the time when the cattle get ready for that particular operation; and had all these cattle gone through that operation, or only the first?

A The first had gone through the entire operation.

Q And were ready for the cooler?

A Yes.

Q Had any of them been taken into the cooler at that time?

A I don't believe so, only one or two.

Q The others were in the different courses of operation, starting from knocking?

A Yes, sir.

MR. CONDON: Q Then what happened?

A I got in touch with Mr. Murphy.

Q No, what happened at that point? Is that when they quit?

A Yes. I got in touch with Mr. Murphy, who informed me that he would come down as soon as possible, and in the meantime the floor committee, who are present here, by some means got in touch with Mr. Lane and Mr. Lane

came up to the office and asked my permission to go on the killing floor to talk to these men, and I gave him permission and sent my assistant with him. I was waiting for Mr. Murphy.

Q What time did Mr. Lane come there?

A About a quarter to eight.

Q Had you seen Mr. Lane anywhere around there before that hour?

A No.

THE ARBITRATOR: That is Mr. Dennis Lane, one of the officials of the International?

A Yes, your Honor.

In the meantime, when the sheep killing floor learned that the beef killing floor had quit work they also quit. They did not go to the killing floor.

MR. CONDON: Q How many men on that floor?

A Oh, a hundred and fifty. Mr. Lane went and I understand that he tried to get these men to go back to work, but they refused.

Q Well, that is not true of the sheep killing gang, is it?

A I heard Mr. Lane tell the sheep killing gang that i

if they didn't go to work, he would take their charter away, but they didn't go to work. For the next two hours Mr. Frazee is more or less familiar with the details.

Q Now, what happened as to starting operations again yesterday?

A I made the statement -- Mr. Murphy asked me to come over and listen to some of the statements of these men, about ten o'clock, that is, just after Mr. Murphy got out there, and I told him that I would not listen to any arguments about the case until the men were working. After a lot of talk the men went back to clean up the cattle they killed, and by this time the house killing gang had also quit.

Q How many men in that gang?

A Two hundred and fifty. We went to the office and I found out that they werenot -- they had not resumed operations except to clean up the cattle that were already killed at seven o'clock in the morning, and I told them that I was unable to talk to them until the men were working. Again there was some more talk, and they got the men to go back to work about 11:00 o'clock.

Q Yesterday?

A Yesterday. Then I had a talk with these men, with the floor committee, and Mr. Murphy and Mr. Lane and two or three other gentlemen from the organization, but I don't know their names, and it was finally decided that we would come down and ask Judge Alschuler to settle the case, yesterday afternoon, which we did.

THE ARBITRATOR: Q That is, you came down?

A We came down.

Q You are here now, that is, there were some statements made, but there was no undertaking made to settle anything yesterday afternoon.

MR. CONDON: Yesterday afternoon, if you read the record, it will appear that when it appeared what the nature of the controversy was, you just adjourned the hearing from 3:00 o'clock yesterday afternoon to 10:00 o'clock this morning, to take the subject-matter up with the other matter that was to be heard.

THE ARBITRATOR: That is true.

MR. CONDON: And at that meeting there were representatives of both sides present.

Q Anything further, Mr. Williams?

A I don't know of anything, Mr. Condon.

MR. CONDON: Does your honor desire to ask him any questions ?

THE ARBITRATOR: Any of you gentlemen want to ask him any questions ? These men Sabyro and Mibors I wish they could be here at 2:00 O'clock. I don't want to deplete your organization too much, but I would like to have them here .

MR. CONDON: Well, they are the employees of Wilson and Company, they are the representatives of the Union.

THE ARBITRATOR: Well, will you gentlemen both consent to get these men here ?

MR. KILKOWSKI: That is absolutely up to the Company.

THE ARBITRATOR: I know, but in so farre you would have any influence with them, you use it to have them here. That is what I mean.

MR. KILKOWSKI: How can we go to them ?

MR. CONDON: I will make this suggestion. Mr. Williams will go to the telephone now and telephone to the different departments where these men are employed and have the foreman suggest to these men that Judge Alschuler

would like to have them here at 2:00 o'clock. That we can do.

THE ARBITRATOR: That is a fact. I would like to have them. I want to get their point of view. Assuming that these men have told the facts, or if they have not, let these men correct them in the matter of the fact. With reference to those asked for by the Hammond Plant you can do the same thing. Call them by telephone.

MR : We have done so and told the foreman to tell them.

THE ARBITRATOR: It is my request. Of course, sofar it would seem on the face of it that perhaps neither side knows much about the underlying cause of this, that is, of those here present. It may be so. I don't know.

J A M E S F. T O W L E,

testified as follows:

DIRECT EXAMINATION
By Mr. Meyer.

Q Mr. Towle, where do you work? A I work for Armour and Company.

Q In what department?

A In the beef killing.

Q And what is your position there ?

A I am department superintendent.

Q Mr. Towle, did you have any talk with anybody today out there, with reference to the question of union or non union men ?

A Yes, sir.

Q With whom ?

A With Gus Grabe, and with Hutchinson. He was along with Gus Grabe, but he did not say anything and Walter Childs.

Q And how did this conversation arise ?

A Well, about eight minutes past seven this morning Gus Grabe came down and left his work and came to see me.

Q What did Gus Grabe do out there ? What does he do out there ?

A Pumps cattle.

Q Has he been working there for some time ?

A Yes, sir.

Q Has he been taking any active part in the organization during this last year or so ?

A Well, I term him the whole works. He is interested in everything, so far as the organization is concerned.

Q Has he been the one who has presented the grievances

or come up and talk to you when anything is wrong?

A At all times.

Q On that particular floor gang?

A Yes, sir.

Q Now, going to the matter -- go ahead and tell us.

A This morning after the floor men got started -- they started seven o'clock, it takes about five minutes for the cattle to work down as far as the rompers with our system. About eight minutes past seven I was standing right opposite the floors-men and Gus Grabe came down and talked to Charlie Hutchinson, one of the floors-men, and then walked over to see me. The first conversat ion was, "You hadn't ought to make the change with Tom Shaughnessy." It appears one of our packers had been off for two days. We had put Shaughnessy down backing cattle, originally backing cattle. Shaughnessy's position was that, but since we had increased the force I had put Shaughnessy romping cattle, because it balances the gang better, but when this one backer laid off, I put Shaughnessy backing cattle. This morning the backer came back to work and it was natural for us to bring Shaughnessy up and put him romping. Gus Grabe said

that we hadn't ought to do that, that we should leave Shaughnessy down, backing, that that was his job, and leave Walter Childs rumping cattle. This Walter Childs is a man that we educated along from the various positions, from ripping tails to clearing fells, and I told him we would try and make a rumper out of him, but nevertheless I said that Shaughnessy had not said anything to me. He had not complained. Gus Grabe told me that Shaughnessy would prefer to back cattle than to rump. "Well," I said, "Shaughnessy didn't tell me anything about it, and we have got to regulate this thing." So I said that I would see Shaughnessy myself. That ended the conversation so far as Shaughnessy was concerned. He said to me, "You will have to get rid of Harry Williams down there." Harry Williams is a man that splits cattle. I said, "What's the matter with Williams' work?" He said, "You will have to tell him for to get a button or the other splitters are not going to work with him." "Why," I said, "I understand this is an open shop. What have I to do with telling a man to get a button? I have nothing to do with telling a man to get a button. It don't concern me whether he has a button or not." He said, "If these

splitters quit, the other men will quit." "Now," I said, "you men go back to work and never mind the splitters and let things go along" and they went back to their work and when I left there the work was going along just the same as usual." But Gus Grabe told me they were going to see if they would organize and everybody would wear a button.

Now, there have been a number of men who came to me and said that they were approached there, that they were told that unless they had a button next Monday, they couldn't go to work. I told them I knew nothing about it, but I thought as long as the work was there, they could work and if they did their work in the proper way, so far as the button was concerned, I was not interested.

THE ARBITRATOR: Q Will you get in communication with Grabe and tell him I would like to have him present here at 2:00 o'clock?

A Yes, sir. There is just one other thing I would like to bring out. I have a copy of a communication from Honorable Judge Alschuler to Mr. Dennis Lane in reference to the working time. My contentions are

from the copy --

MR. CONDON: That has not anything to do with this case. We are at the hearing of certain complaints. If you have any other complaints at some other time, we will bring it in. As far as this case is concerned, we are not going to bring in foreign matter.

A There is just one thing --

Q We have set this for a definite proposition. If we have any other complaints to make, these gentlemen are entitled to formal notice of it, so there is not any use complicating matters by bringing in other complaints.

THE ARBITRATOR: Any questions? Will you communicate with Mr. Grabe?

MR. CONDON: Now, if the court please, so far as having any others here in reference to these circumstances, there are none other. I see the gentlemen are here today who were here yesterday in reference to the other complaint, and unless it might be a disorganization of the orderly way that you might want to proceed, we might go on with that matter that was left unfinished yesterday.

MR. MEYER: We brought down the men that your Honor requested us to bring down.

THE ARBITRATOR: Is this all you have now?

MR. CONDON: Yes, sir; except those men who were requested to come down.

THE ARBITRATOR: This is all they have to present now.

MR. LANE: I don't know as we have anything to present.

THE ARBITRATOR: Mr. Murphy.

MR. MURPHY: We might as well go ahead with this case here then.

THE ARBITRATOR: What do you mean?

MR. MURPHY: Where we left off yesterday, Judge.

THE ARBITRATOR: I mean this: These gentlemen have not anything further to present, then we cannot resume this until 2:00 o'clock. I will resume it at 2:00 o'clock, or I may go right on with it now. If you gentlemen don't care to say anything, I would like to ask a few things. Mr. Lane, I would like to ask you a few questions.

oooOOOooo

D E N N I S L A N E,
testified as follows.

THE ARBITRATOR: Q You are one of the officials of the International Butchers' Union, I believe?

A Yes, sir.

Q You have had a great many conferences during this last year or two?

A Yes, sir.

Q In the matter of grievances. Many of them with me. Many of them with the packers or their representatives?

A Yes, sir.

Q And have taken a very active part in the adjustment of grievances or the hearing of them before me. You have heard this testimony that was given here this morning in this matter and certain statements as to the part you had in it. I assume, so far as you have had any personal relation to it, the facts are substantially as they have been stated. Otherwise, you would correct them?

A They are correct so far as I know anything about. That is they may be correct, so far as I know.

Q Of course, you were not present when the men walked out. You don't know anything about that?

A No.

Q But after they had talked out, in one instance particularly, you came over there?

A Yes, sir.

Q That was at Wilson's. And you were instrumental in sending the men back. Now, I would like to get your viewpoint about this matter. With your large experience you ought to have some views on the matter as to what is underlying this situation and as to what the possible remedy may be.

A Why, I might say your Honor that taking up this matter of yesterday, I believe it was late yesterday afternoon Mr. Frazee called me and told me that some one had placed a notice on the bulletin board on the beef killing floor, notifying those who were not members of the union, to come in the next day with a button on them, or the effect of it would be that the rest of the men would not work with them. I told Mr. Frazee that I would take the matter up and try and stop it.

if there was anything like that going to take place, so I got over in the neighborhood of the Wilson plant yesterday morning about 7:30. I was a little late getting in there. I intended getting in there about seven. I got over about 7:20, and walked into a saloon across the street at the gate, going into the front. And I was gathering what information I could from the few fellows that were in this saloon, that would probably know something about the trouble that was going on there, existing in the plant. One of these fellows tends bar in this saloon at noon hour and, of course, he gets many of their stories, and I talked to him at the time when the committee came in, possibly at 7:30 or 7:40 in the morning, when the committee came in and told me the gang had stopped.

Q A committee of men?

A A committee of men from the cattle killing floor.

Q Were any of these men on that committee who have been named here?

A I don't know their names, but the men are here who were on that committee. I listened to their story and they told me the reason they had stopped work. After listening to their story I told them that regardless of

what their grievance was, they were wrong for stopping, that they were party to an agreement and they had given the word of their officials and representatives to abide by the agreement during its life, and I advised them to go back to work and get the other men back to work. I went into the plant with them. Before going up to the killing floor they suggested I would go up and see Mr. Williams first. I went up and saw Mr. Williams, and he told me to go ahead on the floor, and on the way up he stopped in the sheep beds and talked to the sheep butchers, and the sheep butchers started back to work.

Q When did the sheep butchers start back to work?

A I judge about 8:00 o'clock.

Q They started to work again?

A Yes, they started to work again.

Q Had they been out the day before, do you know?

A I don't know. They were out that morning when I went by there. They stopped about 7:30.

Q Did they tell you what their grievance was?

A Yes, there were one or two sheep butchers on this committee that met me on the outside.

Q What was their grievance?

A That there were men in the gang who were non-union men who were discriminating against the union, using bad language and threatening even to the extent of violence, and that they were getting the protection of the company and the officials of the company, and from all outward appearances it seems that they were being encouraged to carry on the propoganda that they were engaged in spreading.

Q Did you tell that to the officials of the union?

A No, I did not tell that myself, but Mr. Murphy told it to Mr. Williams when they were in the office a little later on, and it was told to Mr. Williams by the employees themselves, that is, the committee.

Q You were present?

A Yes, sir.

A I might say, your Honor -- now, this has been going on for some time, and getting right down to the crust of the matter it is the bone of contention --

Q What is the bone of contention? A That these non-union men areprotected by the company, and the union man is made to toe the mark, that is, so far as the privileges of the agreement will allow him

to extend himself. In other words, a union man to ask a non-union man to join the union on the premises, is liable to discharge, according to the agreement. There has been things put out among these non-union men to go after a fellow and ask him to sign up on the premises, so he will be fired.

Q You know that?

A The man have come and told me these things, so he will be seen. Then this non-union man will go to the foreman and tell him, "Now, that fellow over there is just bothering me about that matter," and the foreman will go over to that man and say, "Here is your time. Get out of here. You know you have broken the agreement, signing up members on the premises."

Q No such case as you know of has ever been brought to me, has it?

A Not that I know of, Judge. I don't know but maybe Murphy or Johnstone or some of the local men have brought cases to you.

Now, on the other hand, if one of the union men speaks to the non-union men or the non-union man speaks to the union man and the non-union man becomes

abusive to the union man and uses vile language, even to threatening him, and the fellow who is a member goes to the foreman and makes a complaint and the only satisfaction that he gets from the foreman is "I will see that won't happen again," and the non-union fellow is told to go ahead and do his work. Now, on the one hand, the union man is fired, and, on the other hand, the non-union man is kept at work.

MR. CONDON: Without interrupting, can you give the name of one union man who was ever fired for doing what you say?

A I don't just recall the man's name, but Mr. Burns or Mr. Innes will remember my taking up a grievance in their East St. Louis shop.

Q Where in Chicago? Give the name of one man.

A I do not handle any of the local grievances. I hear stories. The stories are brought to me, but I handle grievances from out of the city that are sent in to me.

I have one specific instance in mind, where a man has been employed by Swift & Company in their East St. Louis plant for thirteen years, and six years in

Omaha and one of these non-union men, or the type that I spoke of, told this man time and time again, "I am going to get your job." And he got it. And he was put in to take this man's place after he got his job. Now that is one man that was fired, and I don't know whether he was ever put back or not. Mr. Burns said he was going to give the man consideration on account of the length of service he had given the company.

Q Did that come under your jurisdiction?

A Yes.

Q Did you ever complain to Judge Aischuler?

A No, because Burns said he was going to give him consideration.

THE ARBITRATOR: I think someone did present that case to me, and I think I wrote a letter.

MR. BURNS: The case was presented to Judge Aischuler.

THE ARBITRATOR: I wrote a great many letters about the matters, and then the matters are taken up, and if I don't hear from them again, I assume they have been fixed up in some manner, and I frequently find that is a fact. This sounds to me like the same matter you speak of; but that is just an incident.

MR. LANE: It is not so long ago that a dispute came up between a union man and a non-union man on the killing floor in the Wilson plant where a non-union man slugged a union man with a big iron pipe, what is known as a pritch stick, something you could kill a man with, but they slugged him and broke his jaw and the non-union man was protected and defended by the company's attorney and the other fellow was put in the bridewell hospital, and then tried and prosecuted. The man that was assaulted was prosecuted, and the man that committed the assault was defended by the company and set free.

MR. MEYER: Have you got any facts about that or are you just talking?

MR. LANE: There are men here familiar with that more than I am.

THE ARBITRATOR: I asked him to give the underlying ground for this matter that seems to be culminating right now.

MR. LANE: That is just the very thing that is working underneath.

THE ARBITRATOR: There are occasional instances. I suppose you have heard of cases where a union man has abused a non-union man. And I suppose those cases

arise. You cannot help that in a vast number of employees.

A I have never heard of one yet, Judge. If I had, I would candidly say so.

THE ARBITRATOR: Well, I don't know but what human nature is pretty near the same, running through all of us, and particularly where one side is in a great majority and are trying to get a small minority to do a certain, way, there is a natural tendency, as we all know, to get overbearing. There is no way of getting away from that. All the testimony I heard could not wipe out that sort of human nature. Yet those things on the one side or the other ought not to swing a great principle, and yet may account -- may possibly account, for the ill feeling, or is it ill-feeling that accounts for these things? The question is, which it is. Is it the cause or the effect? These may be mere manifestations of the cause. It is not these things alone. What I wanted to get at was, if you could give me a reason why these things happen, why men will go back at times, - I have known some instances where it seems on the surface they didn't obey you and didn't obey Murphy and wouldn't go back, and I have seen those instances, and I haven't

any reason to question your good faith in undertaking to get them back, but I have seen where they wouldn't do it.

Of course, the question comes in this, as well as in all industries, if union is desired, a closed shop is desired, that means collective bargaining, and if the fellows who do the bargaining cannot carry out their contract, what is the use of collective bargaining in any event in any industry? You realize that as well as I do. And what is the use of talking collective bargaining? Collective bargaining is nothing at all if it is not going to be carried out. And so here, if the men whom they have charged with the responsibility for their affairs cannot control them, the result is just as bad as if they won't control them. I may in good faith undertake to move the earth, but if I cannot do it, I have simply failed. Whether I cannot do it or won't do it, it is the same thing; and it seems to me the whole question of collective bargaining is one that is in this particular instance on trial. What is the use of having collective bargaining if the men who make the bargain cannot deliver, either on one side or the other

side? Now, you have had large experience, and, so far as I know anything to the contrary, I have reason to believe that you have tried to carry out this bargain. We cannot close our eyes to the fact that notwithstanding there may be some for whom you are not actually the accredited representative, it amounts to the same thing as collective bargaining for all those who are working there; inasmuch as their wages and conditions are fixed by the same bargains, they take advantage of it; that is to say, they receive the benefits of the same bargain -- if there are any benefits coming as the result of it, and they come under it.

Now, I am free to confess, as Cleveland said, "It is a condition and not a theory that confronts us right now." I would like to know why it is in certain places there seems to be concerted action, not only in certain places but in certain places themselves, concerted action among the men themselves -- we all know the spirits may take possession of men at the same time and they seem to move together and act together as though it were a wind blowing in one direction. We cannot account for it, but it is here.

It is there. It seems to have culminated in the last few weeks. This man ought to be told, ought to know and ought to appreciate -- especially those who are fit for leadership -- as to what you frankly say here is the bargain, what is the understanding, the working agreement, they ought to be willing to live up to it. If they have any such grievances, take them up in the manner provided.

MR. LANE: I might say, your Honor, that while we are not here defending a wrong act done by any of our people, yet we feel that the packers are largely responsible for what has taken place in the last week or ten days. In the first place, it was agreed that copies of our agreement would be posted throughout the plant. Now, they have had, I have had, very many complaints that there is no such thing as a copy of this agreement now in sight in the plant, and the men actually don't know, -- that is, lots of them actually don't know, that they are working under an agreement, or by an agreement. Men do not attend their meetings.

THE ARBITRATOR: Don't you imagine these floor leaders know about that?

MR. LANE: Yes, and they are the ones that are complaining, but they don't seem to get any further. The company's tell them they will put them up, but they don't put them up.

THE ARBITRATOR: So far as the men are concerned, if they are informed that there is generally an agreement outstanding by which there is to be no strike during the agreement, that is the one they are complaining of now, of course, there are other parts to that agreement which are for the benefit of the workers, there is to be no lockout and all that, but there doesn't seem to be any grievance growing out of the -- on either side, -- I mean so far as this matter is concerned which led directly to these outbreaks, there doesn't seem to be anything growing out of these other parts of the agreement or misunderstanding or violation of the other parts of the agreement which led up to them, unless it can be said that in the absence of these agreements being posted up, they don't know they have no right to strike. Do you think it would be safe to say that? You send them back one day and you tell them it is

the agreement, and the next day after, being sent back only because that is the agreement, and because you or Murphy or Johnstone or Kilkowski may tell them that that is all right and may be all right about that, but if you have a grievance we must dispose of it in the regular way. If you tell them that one day, they would not be likely to forget it over night if it was posted up or if it was not posted up. What I cannot get at is there being sent back on the theory they have violated their agreement, how they would be short-sighted to forget it and do it again. I cannot get that through my head.

MR. LANE: When I was in the Wilson plant yesterday morning a man said to me -- I think it is a man here now -- "Why our agreement has run out. Our agreement was a war agreement, and the armistice is signed and the army is demobolized and our agreement is run out." I said, "No, the agreement runs for a year after peace is signed." "Well,"he said, "I don't know anything about that. They said they were going to put up notices, but they never do."

THE ARBITRATOR: Let us see. The fact that the old

agreement is still standing -- we are working under the old agreement -- the agreement itself would not show whether it was or not, except that you would construe the awards during the war. Now, he construed it to mean, as a good many others really construe it to mean, that that is during the fighting. A good many others have come to that conclusion. The department, as you know, for these purposes, has not so construed it, and they say until peace is declared we are in a state of war. That is true. We may resume it tomorrow without any new declaration of war, for we are still under the old declaration, with merely a suspension of hostilities. If they know there was the old agreement for the period of the war, it would not prevent them giving it perhaps the erroneous construction that the war is over and the agreement has ended. Even if they didn't know anything about the renewal of it, if there was a renewal, I have been told there is a renewal, for another year. Now, if that is a fact, why I don't know -- I am officially as much in ignorance on the subject as the gentleman over there with the

glasses, so far as any information from the authorities at Washington is concerned. Now, it may all be, it might not excuse him. He might say, "I thought the war was all over, we are not under any obligation of that kind," If I don't know what the rules of your institution are, but are they such that whenever a shop steward wants to call a strike, he can do it, without either a vote of the union or a vote of any organization or any authority? I don't know. I don't know what the rules are.

MR. LANE: That is no rule of our organization.

THE ARBITRATOR: These men just say, as the spirit moves them, "We will quit," and away they go. Now, I don't know if they are not held by any stronger cords than that, or I mean if they are not -- if there is no more deliberation about so serious a thing as that, it is a pretty precarious situation. I am not questioning the general principle of the strike or the right to quit work. I am not questioning that. But if these gentlemen, this gentleman with the glasses, who may be responsible, or the gentleman here who was in the office yesterday, if he can say to himself, "Well, I think they ought to quit," and take a shop,

whether it has five men or five hundred, and say, "Quit," one man has the power to disorganize business rightfully or wrongfully, I don't know. But not only that, the agreement provided against stoppaging, stoppages of work, even of the most solemn and justifiable stoppages under ordinary circumstances.

Well, I was wondering if you could not know something about -- not whether there was a cause for the men being dissatisfied but a cause for their breaking the agreement -- if they broke it.

MR. LANE: In many instances the men feel the packers are breaking their agreement, and I am speaking of the individual feeling of the men, and if there is not someone there right at the minute to prevent them, they cause these things before it can be prevented. There was a ruling for part of the first agreement that where an operation was continuous - generally continuous - for twenty-four hours a day, that it was to be made into three shifts of eight hours. Now, watch and police service is a continuous operation of twenty-four hours a day. It is possible they may need a few more men in the service at night than they would

during the day time, but the general operation of the plant now in the daytime is an eight-hour shift, and that leaves the rest of the day their sixteen hours, with very few employees around there, and it was said here at some hearing some time ago that the reason they didn't need as many watchmen during the day was because all of the plant employees were there. Now, if the plant employees go home at 4:30, it will leave the same kind of a condition as it did when they used to go home at 5:30, when these watchmen worked twelve hours.

Now, your Honor, made a ruling on that, that these men could choose an eight-hour day, if they saw fit, by petitioning their foremen that they wanted to go on the eight-hour shift. Now, in some places they have done that and the men are getting along fine. Other places the company has gone so far as to take advantage and even cut them off and only let them work seven hours. Now, the effect of that on the man's weekly pay is, he is chopped off an hour every day. Now, just such things as that happen.

THE ARBITRATOR: But does that help this situation? I never suspected there was such a bond of effective

union between the watchman and, say, the hog killing gang, that the hog killing gang would organize a sympathetic strike to help the watchman, even if the watchmen themselves had taken any action. So I don't think that helps the situation.

MR. LANE: I was just speaking of that as the men's feelings, that the packers themselves broke the agreement.

THE ARBITRATOR: Oh, that may be. Well, anything, however simple, ought to be corrected. That in itself would not be a very serious matter to the whole industry. I do not think that alone would begin to explain the situation, unless it is one of many things vitally prevalent.

MR. LANE: It is one of many things.

THE ARBITRATOR: I realize the difficulty of taking everything that may seem an impropriety and making an issue of it. It is very difficult to do that. Sometimes the improper thing will be a sneer or gesture or inclination of the voice that may stir up trouble and you can't just explain how it started. Now, that is often true. Whether this hot weather

has something to do with it I do not know. Whether there is any more concerted conduct on the part of some people with a view to forcing every man into the union, bringing pressure to bear to force a man into the union, force the employees to a perfectly closed shop, as against the agreement as made and which presumably is renewed for another year, it is a pretty serious thing if we are about to begin an agreement -- I won't say "we", because I don't know if I shall be a part of it, but an agreement for another year, starting out with the relation that upon one side at least, the agreement cannot be kept, notwithstanding the best intention on the part of the persons who assumed to enter into it for the men to have it kept. It is as well to have no agreement at all, perhaps, as to have one that cannot be kept on either side or on both sides.

We will take a recess until 2:00 o'clock. It is a quarter past twelve, and I would like to have all you gentlemen present at 2:00 o'clock.

(a recess was here taken until 2:00 o'clock p. m.)

2:00 o'clock p. m.

Hearing resumed.

MR. MEYER: I want to say, your Honor, that these three men from Hammond & Company, Kubek, Saunders and Joritz, all three refused to come down. I don't know any way we have of bringing them.

THE ARBITRATOR: Are they here?

MR. MEYER: They are not here. The three men from Armour's are all here, Mr. Childs and Mr. Hutchinson and Mr. . I don't know whether these men are here from Wilson or not. I will call their names and see if they are here. They were instructed to be here.

(The names were called and the men answered to them).

The only ones that are not here, then, are from Hammond.

MR. KILKOWSKI: We took it for granted that they would be here, those men from Hammond.

THE ARBITRATOR: Will you go a little further and as my agent tell them that it is my request that they come down?

MR. KILKOWSKI: I will certainly do that. We will have them for you here tomorrow morning.

THE ARBITRATOR: Cannot you get them here this afternoon?

MR. BURNS: They will not be docked. We will send a Swift car for them.

MR. KILKOWSKI: I have my own car here, but I want to be here. If you will tell me the names, I will 'phone to our headquarters and get them to go for them.

THE ARBITRATOR: Who are these other men that are here? Say the men from Wilsons.

ooOoo

L O U I S M I C H O R A,

testified as follows:

THE ARBITRATOR: Q What is your name?

A Louis Michora.

Q Whom do you work for?

A By the dry salts, Wilson's.

Q Are you the floor steward there for the union?

A Yes, I cannot talk plain English. I want to talk Polish.

Q Not much Polish and not a great deal of English either, so let us get along, if we can. You know what I mean by floor steward?

A Yes.

Q Are you the floor steward there?

A Yes.

Q Well, now, this week, some time --

A This week, Monday.

Q This week the boys quit one day, they stopped work one day, why did they do that?

A Well, when the union men you know there they got about ninety-nine per cent union, they got about smoke and dry salt, over five hundred men, union men, but sixty-three scabs. I don't know who is the better, union man or scab. The scab he takes sick and hands in his pocket and take out a knife and he say, " , everything," that is what he says, he make trouble.

Q Who is that?

A The scab.

Q What is his name?

A I don't know his name. Lots of them, about sixty-three men.

Q Do they all do that?

A Yes.

Q Well, they shouldn't do that, it is not right. Did you tell the boss about that?

A Yes, I tell him, the superintendent, Mr. Tommy, "Say, Mr. Tommy, you got a lot of scabs up there talk too bad to union men, fuck and everything." Tommy says, "I cannot help that, Louis. I cannot help you."

Q When was that? When did he tell you that?

A Monday this week in the morning.

Q Well, you came to work that Monday morning, did you?

A I was working Monday morning.

Q And all the men were working Monday morning, started work?

A Everybody started work.

Q Was there anything said while you were working there that morning any different from other mornings? What was said there that morning?

A Everybody working start at 7:00 o'clock, works until 9:00 o'clock in the morning. All union men, he says, "Say Louis, fix that scab. He fucking everything."

Q He said that to you ? A No.

Q The union man I mean. The union man said that to you ?

A Yes union man said to me-- "That scab going out, everybody stopping."

Q Didn't you tell him to stop ? A No, I don't tell him to stop. All the union men he said, "Stop them. I don't want trouble", he said.

Q Union men ?

A He don't want to work with the scabs.

Q He don't want to work with the scab ?

A Yes.

Q Well, that may be. Did anybody tell the men to stop at nine o'clock? A Everybody tell.

Q Who told, if anybody, the men to stop at nine o'clock or some other time?

A Everybody say 'stop the scab'. That is why I want to go and stop the whole thing. He no want to go and work with the scabs.

Q Had anybody told the men to stop ?

A Everybody told them, to stop.

Q Who did you tell the men to stop? A Yes, everybody.

Q Anybody outside the plant ?

A Nobody outside the plant.

Q Then the men stopped. The men all stopped work. Then why did you go back to work ?

A Half past ten, one and a half hours.

Q Who told you ? A Everybody. Mr. Murphy he said all right.

Q What did Murphy tell you ? A Murphy tells me all right, stay here.

Q Just what you understood, just what did he say, he said you should go back to work ?

A Yes, he says go back to work.

Q Did he tell you ? A To tell all the union men to go back to work.

Q All the other men went back to work too ?

A Everybody.

Q Did Murphy talk to all the men there ? A Yes, he talked to all the men.

Q Did he tell you that the agreement was that you should not stop work, you should keep on with your work, and if you had any complaints about your men you should bring it up to the foreman or to me if the foreman didn't help you ?

A No, I don't tell that.

Q Don't you know that ? You know that I have been appointed by somebody- the government I guess to fix wages and do those things for a while ? You knew of that, didn't you ?

A I talked to everybody start to work.

Q Did your men go to work then ? A Yes.

Q They have been at work ever since or did they quit again ? A No, they don't quit.

Q Well, the scabs as you call them, are still there, aren't they ?

A Yes.

Q Has it been more quiet since you quit, have things been getting along a little better or have the scabs done the same thing today and yesterday ? Do you understand my question ?

A Not much. I cannot understand.

Q Take it yesterday and today, how are the scabs behaving themselves ?

A Yesterday, four scabs to work new men. Today he take about three, Monday about six.

Q Did he take in any union men ? A He didn't take at all union men.

Q Who, the boss ? A I don't know. The office. He gets lots of union men, ninety-nine and four-tenths per

cent.

Q I know, but if they keep on taking in the scabs the ninety-nine and four-tenths will go down ?

A I don't know who is better, union men or scabs .

Q who is the better ? A Yes.

Q Well, the trouble is under the agreement that is made, I am not supposed to know who is the better, the union men or the scabs. Now, what I wanted to get at is this, whether the men there understand that we are working under an agreement in his shop, has been for over a year, and the war is not over yet, what I wanted to get at was whether you and your men know that for a year it was agreed there was not to be ny strikes, your people, your representatives, Murphy Lane, and Kilkowski and all of these men, and Johnstone, and all these men in the Union, they agreed with the government that the men would not strike, but if they had any complaint to make, if there was anything that was not as they wanted it, they should bring the matter up to me and I would say who was right and who was wrong, whether it is wages, whether it is scabs that are not behaving themselves, or whether it is union men who are not behaving themselves, whoever it is that don't behave themselves, if they will bring the matter to me

I will try and find out about it, just as I am trying to find out from you now. You understand what I say ? A Not much.

Q I don't suppose there is a wholly nonpartisan person here who talks this language. What is your language ? What is your tongue ?

A Polish.

MR. ISSACS: There is a deputy upstairs in the marshall's office, John Kubek.

THE ARBITRATOR: Is there any one here who can check up ?

MR. MEYER: Yes,we have a gentleman here.

(The examination then proceeded through the medium of Gus Grabe, as interpreter).

THE ARBITRATOR: Do you understand the question I asked him ? What I want to know is this, do you understand that your leaders have agreed with the United States that during the period of the war and until peace is declared there shall not be any strikes or lock outs or walk outs in the packing houses ? Ask him that ?

A I cannot stand working with them. The colored fellows wont obey our ordersand they wont get along with us.

Q Colored fellows ?

THE INTERPRETER: That is what he said.

THE ARBITRATOR: Does he mean the scabs ?

THE INTERPRETER: He says all the colored fellows up there won't get no buttons and we cannot get along with them.

Q It is the colored fellows only who are scabs, as he calls them -- we just use the term that he uses-- or are there some white ones too ?

A Some twenty colored fellows have got buttons on, but the majority of them have not.

Q Well how many of them are there that have not ?

A One hundred and eighty have got buttons on. Twelve have not got buttons on.

Q Does that include the colored men too ? A yes, that is colored men and white too. In his department one hundred and eighty have got them and twelve that haven't .

MR. CONDON: I am advised he is interpreting the answer without having put the particular question to him.

MR. KILKOWSKI: We are perfectly satisfied to let the gentleman from the other side interpret.

THE ARBITRATOR: Don't tell me what you know about it. I suppose you personally know some of these things too,

but just get his answers as near as you can. Those twelve men who have no buttons, are they all colored ?

A There is one white man, and the rest of them are colored men.

Q Among the men who have buttons, the one hundred and twelve, how many are colored about ?

A About twenty colored men that have got buttons.

Q Doesn't he get along with the colored men who have got buttons. Doesn't he get along all right with them ?

A I can get along with these colored fellows. We all can get along with them just like brothers with these fellows that have the buttons on.

Q Then it is not a question of color. It is a question of whether these men have a button or not ?

A That is his answer.

Q Now ask him this, whether he does not know that this same agreement that was made with the United States for the period of the war provides that the employers shall not make any difference between union men and non-union men, that the employer has no right to discharge men because they are union men or non-union men, and has no right to hire them because they

are union or non-union men, but in hiring and discharging the agreement provides that it shall make no difference ?

A He says he doesn't know all the union men they cannot get along with the non-union men. The non-union men just simply--

Q Tell him that is not the question I have asked him. He has not answered this question, neither has he answered the first question I put to him. I asked him if he does not know there is an agreement in this industry for the period of the war until peace is declared, under which there will be no strikes, and the union men and non-union men shall be treated alike, and any troubles that there may be are to betsettled-- when complaint is made, are to be settled by the administrator who has been appointed.

A I cannot get along with them.

Q That was not the question I asked him.

A That is the only wy he answers it Judge, your honor.

Q You just answer the question that is asked you. I hear what you say. You sayyou cannot get along with these men you call the scabs. That is one thing. Now I want you to answer the question. Don't you know that

there is an agreement between the United States and the unions and the packing houses for the period of the war that there shall be no strikes in the packing houses ?

A I cannot answer the question. That is the only way he can answer the question. He says he is trying the best and there is no way of getting along. That is the only way he can answer it .

Q Now, I will let him take a whack at it .

MR. MEYER: What did he say ?

THE INTERPRETER: He says they cannot get along. That is all. These fellows always tell him, "here is the button."

(The question was then put by another interpreter, Mr. Sims).

A Yes, he knows. He does know.

MR. GRABBE: (The first interpreter). No, he says he believes it .

MR. SIMS: No, he knows.

MR. GRABBE: He evades the answer.

THE ARBITRATOR: What does he say ?

MR. SIMS: He says he cannot answer that because if you avoid all the non-union men of course we wont have strikes.

THE ARBITRATOR: How long has he been working there ?

A Three years.

Q And in all those three years he has been working with non-union men ?

A Yes. He says he has been working in the last three years with union men and non-union men.

MR. KILKOWSKI: He didn't say that. Don't be lying now.

THE ARBITRATOR: Oh, now, now, John.

MR. KILKOWSKI: It is a deliberate mis-statement. He said that for twenty-one months the old men had worked for that concern belonging to the union and paid their per capita, and they don't propose to stand for it any longer. He understands also. He answered your question that he understands that there should be no strikes. He answered it one time only you did not convey it to the Judge, only he always comes back to you that he can't help it because it is the men. That is the way he answers it all right.

MR. MEYER: I would like to ask him whoappointed him shop steward, or whatever his position is ?

A They took me from the office, they appointed me from the office.

Q What office ?

MR. KILKOWSKI; You are mixed up again. You asked who elected him as the shop steward, and you asked him who gave him the job, and he says the company.

MR. MEYER: I am getting at it when I say what office. Just find out what person appointed him shop steward. How long have you been acting as shop steward. How long have you been shop steward out there ?

A Two weeks I am steward.

THE ARBITRATOR: Who made him a steward ?

A All the union men gave me the job of steward.

MR. MEYER: Q: Where did they give it to him ? In the union office ?

A In the union office, yes.

Q And who was there at that time ?

A Kilkowski and Murphy.

Q Now when they gave you that job what instructions did they give you ?

A They instructed him and elected him as committee man and told him not to strike. He should not call those strikes, but they should try and help get the rest of the men into the union.

Q Then when you stopped the motor on Monday morning you were disobeying them, weren't you ?

A He claims he didn't tell the men to stop work. The whole gang says that they were not going to work with the non-union men, and that was all there was to it.

Q Then why did he stop the machinery ?

A The boss told him that the machinery need not run for nothing. That is why he stopped the machinery.

Q Did he stop the machinery before the men stopped work or after ?

A The men stopped. About ten minutes after he shut the machinery off.

Q You mean you let the machines run for ten minutes after the men stopped work ?

A Yes.

Q Did you tell the men to go back to work ?

A Yes, I told them to go back to work.

Q When did you tell them that ? A He told them when he got orders to tell them to go to work, Murphy or somebody told him, he went and told him to go to work.

Q No, but before Murphy told him, did he tell them to go on working ?

A They would not go if I did tell them, just would not obey.

MR.CONDON: Q: Did he tell them not whether they would obey ?

A They would not go back. I told them. They would not go back.

Q Did he speak to the foreman before he shut down the machinery and tell him he was going to do it ?

A He told the foreman, told the superintendant, told the boss they were going to .

Q On that morning ? A Yes.

Q What time did you tell them you were going to shut down ?

A About tenminutes after seven in the morning.

Q What was the name of the foreman ?

A Jake Leboskey.

Q What was the name of the boss ? A William Harrison.

Q And what was the name of the superintendent ?

A Tommy. I don't know the last name.

Q That was how many minutes before you did shut it down?

A About fifty minutes before seven.

Q Now what time did you shut down ? A At nine o'clock.

Q Now why did you tell them at fifteen minutes

after seven that you were going to shut down and then wait until nine o'clock before you shut down ?

A He said it was fifty minutes. You did not get me right.

Q All right. Why did you tell him fifty minutes after seven and then wait until nine before you shut down ?

A They were going to get an understanding what the superintendent would say about it.

Q About what ? A About stopping .

Q Ask him please,when you went to the superintendent or to the foreman, what did you say to him?

A He told them and he said, "Don't bother the foreman". He went and told the foreman they were going to stop, and he says, "It don't bother me. What the union men does it don't bother me."

Q Did you tell the foreman the union men were going to stop ?

A The men all wantedto stop,and that is why they stopped.

Q What did you tell the foreman ? A He said he told the foreman to get them fellows out of there that didn't have the button.

Q And did you tell him if he didn't get them out

they would stop at nine o'clock ?

A When the gang stopped.

Q Did you tell the foreman if he didn't get the scabs out you would stop at nine o'clock ?

A He says, if he would not fire them non-union men at nine o'clock the whole gang is going to stop.

Q Did you know when you told him that that under the agreement you had no right to do that ?

MR. KILKOWSKI. I will object to that your honor. He has answered that question already.

THE ARBITRATOR: He can answer it again.

A He says he cannot help it. He could not hold the men back, they were going to go. He thought he was going to help the foreman.

Q What time did the men decide that they were going to quit at nine o'clock if these other men were not fired ? A It is two weeks before that they were going to stop.

Q Where did they have that meeting that they decided on that ? A They made that up in the shop. There was no meeting to it. They would not work with the fellows because they were criticizing the union and throwing these slurs on it. They could not get along.

Q Did you ever tell Mr. Murphy or Mr. Kilkowski that you were going to quit at nine o'clock ?

A We called up Murphy and could not get him on the wire. they were busy.

Q When did they call Mr. Murphy ?

A The same day that they went out ?

THE ARBITRATOR: Was it before or after they went out ?

A Before.

MR. MEYER: What time in the morning did you telephone Murphy ? A A quarter to nine.

Q That morning ? A Before they went out.

Q Why didn't you telephone him before that ?

A He was gone to the telephone but he couldn't get on the wire.

Q Did you know the day before that you were going to do this ?

A They went out Monday. He did not know the day before they were going to go out that day. Of course they had been arguing about it , but he did not know that very day.

Q Why did you call Murphy then ? A I called him in order to make peace in the gang. Either sign up the non-union men or get them out of there. so they would have peace in the gang.

THE ARBITRATOR: Did he call Murphy before or after he told the foreman they would shut down ?

A First he called the foreman. Then he called Murphy. He notified the foreman first.

MR. MEYER: Q: These colored men that are not union men, they cannot talk Polish, can they ?

A No.

Q How did you expect to explain to them that they should jointhe union ? How were you going to talk to them about that ?

A They have got a colored committee man.

Q Can he talk to the colored committee man ?

A He talks the best way he can.

Q When you were appointed two weeks ago up at the union headquarters by Murphy,KIlkowski and the rest of them to be committee man on that floor, did you tell the colored committee man what he should do with the non-union colored men or did they tell him ?

A I don't tell them nothing. They have got to get it for themselves. He don't tell nothing -- he don't tell the colored committee man what to do.

Q But you said that they told you to go ahead and get as many union men as you could, didn't you ?

A He never bothered nobody about joining the union.

Q What were you going to do to get union members with these colored men. How were you going to get them to jointhe union ?

A The colored committee man.

MR. KULKOWSKI: Your honor he answered that. There is a colored committee man. Now what is the use of wrangling about it. You know that. They have got a colored committee man.

THE ARBITRATOR: I understand it.

MR. JOHNSTONE: Ask him when he was elected committee man ? By his own men, wasn't he instructed by the labor officials not to try and get union members on the floor, but to wait until they got outside ?

A He claims that what is he going to do when they come in the shop and ask him, 'I want to join the union'? They come up and ask him that question.

THE ARBITRATOR: Well, he don't understand Mr. Johnstone's question evidently.

MR. JOHNSTONE: I asked him if he wasn't instructed by the Stock Yards officials ?

A He said he was. He never bothered nobody in the shop.

THE ARBITRATOR: The answer to his question then

is that the Stock Yards officials did tell him he was not to solicit theunion members on the premises, but to do that outside.

MR. KILKOWSKI: He answered that, and then he followed that with an explanation of what is he going to do when they come to him ?

MR. JOHNSTONE: Ask him if any time there was any official of any union ever told him to strike, at any time ?

A No, they never asked him. The men done it. The men would not work.

MR. CONDON: Q: Why will not the men obey their instructions ?

MR. KILKOWSKI: How can he answer that ?

MR. CONDON: I don't know.

THE ARBITRATOR: Well, if he cannot he cannot. He can answer something.

MR. SIMS: I will put it to him in a little different way.

MR. CONDON: Put it to him my way.

A He says he cannot make them work. They went out. That is all. The non-union men are there and they won't work.

THE ARBITRATOR: Well,will they obey the instructions that the union officers give themabout working, about staying at work ?

A He says they will work and they will obey their orders-- he will,but he cannot make the rest of them. Kilkowski tells them to go to work,but Kilkowski cannotmake them stay at work he says.

THE ARBITRATOR: Ask him if he will stay at work whether the other men quit or not if the union officials tell him to ?

A Yes, he will work, if the officials of the union would ask him to, yes, he would work. If the rest of the men would go out he would not mind, but if the officers of the union would ask him to stay.

Q Did they ever ask you to stay even if the others quit ?

A No, they never asked him.

MR. JOHNSTONE: Ask him this question. Is it not a fact,every time he came over there the gang went to work and there is no reason-- whenthe officials came over and asked the gang to work and talked to them, didn't they always go back to work ?

A They alway went to work every time the officials came there and asked them they went to work.

THE ARBITRATOR: Have they been out before at any

other time in the last six or eight months, was this the only time they went out, this gang ?

A This is the first time.

Q Then this is the only time when they had occasion to ? A This is the first time in a year, maybe more.

MR. CONDON: Two weeks ago, how many union men were there ? A About one hundred and fifty.

Q How many now? A One hundred and eighty.

Q Then there were more non-union men for one whole year before than there are now ?

A Always was more union men for about a year.

Q But there are more union men now than there was for a whole year before ? A More.

Q How many more now than there was a year ago ?

A About a hundred more.

Q About one hundred more than a year ago ?

MR. JOHNSTONE: Ask him if he doesn't think there will be more union a year from now ?

THE ARBITRATOR: Well, there probably will be if the union contracts can be relied upon to be carried out. I think.

MR. KILKOWSKI: I want to ask him a question your

honor. Ask him if it is not a fact that the reason that there were no strikes or stoppages of work previous to these troubles here was because this country was at war and everybody from a patriotic standpoint did his duty regardless of the suffering . Ask him that yes or no ?

THE INTERPRETER: I cannot explain that. Explain it to him yourself.

MR. KULKOWSKI. All right. Watch that close. (Putting the question in Polish).

A From a patriotic standpoint, yes.

MR. CONDON: Q: Isn't it a fact that you and others signed an agreement in his name, did that have any influence on him at all, or was it entirely due to the question of the war ? Please ask him that question.

A As far as I am concerned I want to live up to it. But the people wont.

Q Ask him this, whether he is willing to advise his men that they should live up to the contract as long as it is in force ? A That all depends on the people. It is up to the people.

Q I didn't ask him that. I asked him if he is willing

and will advise them ?

A Yes, sure I am willing, but we won't stand for it.

Q Well, if that is wide-spread we might as well tear up any contract. For after all it is the people who are affected by it. These contracts are not made for the benefit of the union officials nor the packing house bosses nor the arbitrator, nor the judges, but they are all supposed to be forthe benefit of the whole country, primarily the people. Now if the people don't want them and won't have them we are all wasting our time of course, and we might as well know it sooner as later and govern ourselves accordingly. Well, I don't know-- unless you gentlemen, any of you want to ask any question of this man .

--ooo--

J O S E P H S O B Y R O ,

testified as follows:

DIRECT EXAMINATION BY

The Arbitrator.

Q What is your name ? A Joseph Sobyro.

Q Who do you work for ? A Wilson's.

Q How long have you worked for Wilson's ?

A I have been there-- I was driving first and got

hurt and have been working there altogether about two years.

Q How many men are there in your particular department ? A Well, in our department we count about fifty. On the second floor in the loading gang and the cold storage.

Q In the dry cellar ? A No, the cold storage.

Q I have forgotten what department this last man was in.

A That was the dry salt.

Q That is a different department from the others,-- from yours ? A Yes.

Q Now on that day that his people went out did your people go out in your gang ? A No,sir.

Q They did not go out ?

A They did not go out that day. They wanted to go out that day and I talked it over with them. They wanted to go out in the afternoon and I talked it over with them and let the boss know that they were going to go out, that the other men keep on hollering at them and this and that and refused to join the union and everything like that. I went down and told

Mr. Small and he went over to the superintendent's office and he didn't come back that night, and I told him what the men were going to do We are paying the union and wearing buttons and they are getting just as much.

Q You told the boss that ? A Better than we are, yes. And Andy Small said, "I will go down to the Superintendent's office and see about it." And he never came back that night and all the men went home. He didn't come back that evening.

Q How do you mean he didn't come back ?

A The boss didn't.

Q But the men ? A Theykept on working that night until their time was up.

Q How about the next day ?

A The next day they all refused to go to work. They said, "We'd sooner get our time than work with those men".

Q That time was that ? A About a quarter after eight.

Q You had started in to work ? A Yes.

Q Did you give anybody notice ? A I gave them notice the day before.

Q What notice ? A That the men will refuse to work the next morning.

Q What time did the men quit work did you say the next morning ? A About a quarter after eight.

Q Who told them to quit ?

A They all told themselves. They told me to go down and tell Andy, "We won't work". And they all walked down after another, all came down the platform together, they all refused to go towork.

Q Most of them had been working there for a year or two ?

A The biggest part of them had .

Q How many union men are there in that gang ?

A Well, they are all union men but three.

Q How many union men were there there or how many non-union men were there there a month ago ?

A A month ago there has been about seven or eight non-union men.

Q And a year ago how many non-union men were there in that gang ? A A year ago, I couldn't tell you, I don't know, because I was not elected steward then.

Q When were you elected steward ? A I was elected steward about two weeks ago.

Q You may know this. For three or four months or six months has the number of union men been gradually increasing ? A Yes,sir.

Q Men have been getting into the union ?

A Yes,sir.

Q Well, now what is the fact, did the non-union men get work as their numbers grew less or were they worse when they had a stronger number ?

A I cannot get that right.

Q Well now say six months ago there were twenty non-union men there, I don't know how many, a few weeks ago there were seven you say ?

A Yes.

Q When you were appointed steward were there seven ?

A There was about seven or eight.

Q Now there is only three ? A That is all there were.

Q Are they getting worse as their numbers get smaller ?

A They are dl in it now.

Q In what ? A They are all in it now.

Q Oh, they are all in it now.

MR. CONDON: When did they join ?

A Well, Fred in the elevator joined Wednesday, and

Frankie joined the same day and another man there on the second floor packing he joined the same day that evening.

Q Now these threemen that you have named,were they very bad men two weeks ago ?

A Well, they were laughing at the other fellows.

Q Was there more laughing when there were only three non-union men there than when there were seven ? Haven't they been doing some big laughing all the time ? A Right along.

Q For a year or more ?A It has been going along like that all the time. We are "paying nothing to the union and we are gettingasmuch as you are."

Q I am not passing on the question of whether they had a moral right to get all the benefits without bearing any burden,that is not the question before me, but I want to get at, notwithstanding the fact that your shop is all unionized, supposig tomorrow through their employment agency there should be two or three vacancies in your place and a man should come in there who was not a union man, would you men quit ? A It would be all inthe agreement; I would ask them to join the union.

Q But suppose he said no and that was all there was to it and he wouldn't make any fuss or anything of that kind unless somebody made a fuss with him. You know self preservation is the first law of nature ? You have heard that ? If anybody picks on him he is very likely to pick back. You know that. You would do it and I would do it if we were not afraid. Now if they let him alone and he let them alone from the mere fact that he is a non-union man would the men quit, do you think?

A No, they would not quit. They would not quit unless they had somethingagainst him.

Q Now the only thing I am concerned with as far as I am concerned you may have thea all union men, I have got nothing to say about that,because the agreement shuts me out of that, you are an intelligent man. You know what the agreement is in a general way, don't you ? A Yes,sir.

Q It provides ,and was, I assume, freely entered into, whether the men liked it at the time or didn't, anyway it is the agreement and the war is not over yetand whether it is continued after the way,-- I am told there is some agreement to that effect,------- but that is

another proposition-- that the employers shall not say to a man who applies for a place, "you are a union man, I won't take you." "You are a union man, I am going to make it hot for you", he has no right to do that. That would constitute a very good grounds of grievance if they did it, if it can be shown. On the other hand they shall not say to a man who is a non-union man, "I cannot employ you because you are not a union man" or, "we are going to put you out of the place because you are a non-union man", because your representative entered into an agreement that no man shall be discharged without cause, and if any man is discharged without cause he has got a right to complain to the administrator, and it is the administrator's duty to put him back with that pay for the time he has been cut out of a job. Now, I did not make that, I did not do that, that is what you people have agreed among yourselves. But the consideration was that-- further thatyou wont strike and they wont lock you out, and any disputed questions of wages and conditions, if you cannot agree you go before the administrator and have a hearing. Somebody has got to decide these things under any condition of society or any condition of

affairs, where there is a lot of men working to a common end some one person or several persons have got to decide, and if there is a set of persons it may resolve itself, if they are pretty evenly divided into the one fellow, who has the casting vote, so in the end, some fellow has got to decide these unique differences and they agreed it should be an administrator, and I was-- in the language of the street, happened to be the 'fall guy'. And as the administrator, I am the fellow who has got to take the knocks. It is all right I am not kicking, but I feel I have a right to ask the employers and the employees to live up to that agreement, and if they have got a complaint not to say, "Well, we wont work with this man" or "we wont work with that man", I feel it is the duty of the men and it is the duty of you intelligent men, men like you who are more intelligent or the men more illtelligent in the ways of our country-- I don't mean to say that men ~~you~~ cannot understand our language are therefore not intelligent, but that they are under some disadvantage that is very clear, they don't see things so readily and clearly in our way of seeing it, you understand that, but I feel it is

the duty of you, and I don't mean to say you haven't done your duty, but of all men to see to it first of all that nobody can say to you, "Don't carry out in honest good faith your part ofthe agreement". And then it is your duty to see to it on the other hand that the other fellows carry out their part of the agreement, but they have just as much right to ask you to carry out your part of the agreement that you have to ask them to carry out their part, and the administrator stands between to see that all sides carry out their agreement, and if he has to decide as to what the duties are it is my place to decide, and the language of the agreement is very clear. I never made the agreement. That was made long before I had anything to do with it or knew anything about the agreement, signed by these gentlemen here, signed by these men who areyour representatives in the very union you are asking men to join. Now the word does not mean anything necessarily. It means what it stands for. And it stands for a united cause of action. Now, who is going to decide on it ? That is not for me to say. The only thing I

know is if these officials whom the union constitute decide on a course of action and make certain agreements that for the time being is the agreement of the union, and so on the other side, I don'tknow as you have ever read this agreement.

THE WITNESS: No, I did not.

THE ARBITRATOR: Now, I am just going to read a few sections, and I want to say this for the benefit of all you gentlemen on both sides, I don't know as even some of the people here have read it, they have read about it, this is part of the agreement made with the United States, that for the purpose of stopping the strikes and preventing any interruption of production they say, "Article 1: The union agrees that no strikes shall be called during the period of the war." Now the war is not over. The war is not over until peace is declared, and then if your officials continue the contract for another definite time, then it is in force for that time, somebody has got to act, you cannot all act independently yourselves, you know that, you see that. Now the first article is, the unions agree no strikes shall be called during the period, and then there was an admin-

istrator appointed, and that good man was I fear, by his past experience so over-awed by the job that rested upon him he resigned, and his health not being good he died, and afterwards I was appointed. Now, the union agreed to this, it is signed by a number of these gentlemen sitting right here, who I have every reason to feel have been trying to carry it out. "All grievances shall be taken up by the foreman and immediate superiors, and then if they cannot be adjusted with the smaller officers, submitted to the general manager. If a grievance or dispute cannot be so adjusted it shall be submitted to the arbitrator and his decision shall be binding on all parties. Any individual employee may submit a grievance or through representatives, such as the union representatives who have been presenting most of the grievances. The third section is that all pending and all disputes between the company and their employees in case of inability to agree may be similarly submitted to the United States administrator. And they bind themselves, their successors and assigns duringthe continuance of the agreements, during the war. Provides a number of questions that shall be immediately submitted. There were eighteen of them. Some of them

they agreed upon, and we had an arbitration of the others, and we have been going on from time to time, whenever questions were presented we have tried to dispose of them and there has not been a great deal of trouble.

Now the proposition is there shall be no strikes, and that is the main cause of the whole thing. There shall be no strikes. And the same United States agreed with the packers practically to the same effect, with some slight changes, that there shall be no discrimination against a man because he belongs to the union. I have not called your attention to all of the things that are in here, but the most important one is that there shall not be any strikes, and if there are any--

THE WITNESS: No strikes until peace is signed, is that it ?

THE ARBITRATOR: Yes, no strikes. Or, of course, if there is an extension of agreement, that is another proposition. As long as the agreement is in force, there shall be no strikes. Now, it happened during the last period of the war, the most critical period of the war, there have been strikes started. No doubt

about that. Your gang may not have struck, but you know others that have.

THE WITNESS: Take our gang, they did not go on strikes, they just refused to work.

THE ARBITRATOR: Yes, but I imagine that if your gang had gone out and stayed out and they had tried to fill their places with other persons, I imagine your gang would have been right in . I have tried to prevent those other persons from taking your places, looking upon them as places to which you people were entitled.

THE WITNESS: I don't know about that.

THE ARBITRATOR: Well, I pretty near know about it.

THE WITNESS: They told me they would sooner get their time than go back.

THE ARBITRATOR: Well I know, 'get their time', that is one thing, but there is no law of course against you if you don't like your job from quitting. You may not like the superintendent's necktie or the color of his eyes. If you feel that way you can quit. That is right. Or the superintendent may not like the color of the paint or the buildings there and he may quit. You may quit for any cause you have a mind to. You

may even quit if you don't like the society. if youthink there is some one making faces at you or bringing you or your companions into ridicule. That is your right of course. You cannot fool people very much. I hear that so often. The men say, "We didn't strike, we just quit". It is usually one and the same thing, and itis all done together. Then men don't ordinarily quit at the same time and in a large number for any other purpose than to force the employer to do certain things, and that of course is striking, no doubt about that.

THE WITNESS: Well, Williams came down, and I told him what they wanted, and Williams said he cannot make them boys join, and he cannot fire them, and the men came around--

THE ARBITRATOR: He has no right to make them join.

THE WITNESS: I told that to the men, and they turned around and told me, "Tell him if he cannot fire them, let them three work, and we will all go home and get our time". That is what the men told me.

THE ARBITRATOR: Did you feel that wy too?

A If all the men quit I would quit too.

THE ARBITRATOR: Suppose there is an agreement that

men should not quit for any reason excepting if they don't like the job they can quit, but there should be no strikes, and you told the men-- that is to say if these men working there are doing some of these things these people say that without being provoked into doing thesethings or without being goaded, into it by the conduct of the great majority or those who are in the great majority, they keep on vilifying on the premises or vilifying and abusing the union and the members of the union and all that sort of thing, they haven't any more right to do that on the premises than you on the premises have the right to make propaganda for the union. You understand that, don't you ?

A Yes, sir.

THE ARBITRATOR: They have not the right to do that, and you complain of that to the bosses and the bosses don't take any notice of it, that is a grievance you can complain to me about. Only this morning we had a case of that very kind.

THE WITNESS: It is the first time I heard of it.

THE ARBITRATOR: We had a case before this case started this morning in one of the smaller shops, an' from the evidence there it appeared very clear the' one of the employees was abusive -- and the em'

income respects didn't deny, had the good nerve, which was admirable of course, but that is no place to use it, and the result is the employee had to go, not because the employee did not belong to the union, although that might not bring about the cause for which he had to be let go, but simply because the evidence showed the conduct there that did not make for harmony-- conduct that did not make for harmony. But, now, I don't know about your gang of men, excepting that to-morrow or the next day or the next day there may be a non-union man appearing there. Now I know what the probabilities are. The probabilities are not that one, two or three out of one hundred and thirty orone hundred and fifty ordinarily are going to make the start in starting something. Ordinarily that is not the way people act, although they do sometimes. I think it was almost so in that case this morning, as the evidence showed, but I am not going to review that. Those things do happen. Of course you have got a right to ask them to join the union, but you don't have a right to call them scabs and throw things at them, and anything of that kind, and I don't

say that you did, but of course if you do that to people you must expect that there will be some come-back. The non-union men and women are not all angels you know, and they are liable to get stirred up if the other fellows give them cause for it. Now I want to ask you this, why did you men go back when Murphy told them to go back, or whoever it was ?

A They waited until superintendent Williams was over there, and I told him what the men said, they would rather get their time than go back to work. He said, "Wait a minute until I call up the union office", and he didn't come back, but Murphy came back with another superintendent, and the men waited until they got word from them. As soon as they got back and told the men right away they said, "All right, we will go back to work."

Q You had no complaints then that these men would not join the union ? A No.

Q Did not Murphy explain to you it was your duty to go back ? A Yes.

Q Then the men obeyed that, didn't they ?

A Yes.

Q Do you think that they would be willing to obey

him right along even if they did not like some men. Theremay be some union men or somethingthey wont like. For some reason they don't like him. He may belong to some society they don't like or something, and they may all want to quit, yet that is not a reason for quitting, you know that, don't you ? If he behaves himself. Of course he has to behave himself just as well as the other fellow has.

Now I am interested quite as much in the future, just the same as you are and all of us are, as in the past, and I am making this investigation quite asmuch for the future as for the past. I am not here for the purpose of punishing, if I could, not that. I want to seewhat the trouble is and I would like to bring the men to a realization that a contract means something.

If the impression gets abroad that a contract honorably and honestly entered into for a reasonable length of time by men speaking, officials speaking for the men,the men can obey or not obey, just as they please, after a while therewont be such a thing as a contract. You cannot get anybody to contract. Not because they don't want to,but because they cannot rely on it. You understand that?

Now it may be that the men don't realize

enough what the contract means. Sometimes the employees don't realize what a contract means, and they try to evade it. Well, we tried to straighten that out. We try to straighten out either an employer or an employee. But when you know what it means, when it is there, whether we like it in all respects or not we ought to live up to it, because no man in this world can have things all his own way. Some of us have things the way we don't like them.

A A lot of these men from the old country are working around there because we are not fighting. They think the war is over, but before they never refused to work and go on strike while our men were out there fighting, and we had to work here and do the best we could.

THE ARBITRATOR: Your men perhaps did not in your department, but I had a good many cases where they did, right in the height of the war, so that influence was not always present everywhere. I can assure you. For we had strikes. But they were not centered at one time like now they seem to be. It seems that all of a sudden-- as I said this morning, I don't know whether it is the weather or what it is, that all of a sudden

in these various shops it seems that the non-union men have developed a sort of hydrophobia that is beginning to manifest itself there, and there is likely to be trouble in hot weather. There is more than chance about that. Now you knew there is quite an intensive propoganda going on for one hundred per cent unionism in the Stock Yards, isn't there, right now ? A Yes, sir.

Q And the most of these men are wearing these big buttons which say, "one hundred per cent or bust?"

A Yes.

Q Well, now do you think that is causing any of this sudden movement against a few fellows who are left as non-unionists ?

A I would not think that would cause it.

Q Well it ought not to. It may, but it ought not to. Of course I realize it is a pretty hard position for even the union officials to be in. On the one hand straining to make the union as near complete as possible, and on the other restraining their own men from taking some sort of definite action as against the union men. It is a peculiar position to be in, but we are init, and so far we have done pretty well.

I think the fellows in charge of your side of it, I

believe have done pretty well, but we are having a sort of epidemic right now, and we would like to cure that epidemic. Do everything legitimately you are amind to off the premises to get unim men, and I will say as far as these shops are concerned, not one of them has complained to me on that score. There are one or two complained in the small shops, but not one of the big shops has made a complaint to me on that score., about your getting men to join the union. But if it means that in every shop you go up to a boss and you say, "All our people are going out if you don't fire these union men". Well, it is going to be pretty hard to make anybody believe that all of a sudden the non-union men all became different from what they were before, because if they were bad before and doing things they ought not to do, make a complaint of them and we will haul them over the -- and dispose of them. and we will also dispose of union men who improperly bother the other fellows. It is one of those rules that is supposed to work both ways,-- If the evidence shows it. What is your idea ? What is your disposition ? Be frank with each other. I have tried to be frank with you, and I believe you are trying to be with us. Mr. Murphy told you to go back

and you had not any promise these men would join the union, but they have since joined and gone back. Now if Mr. Murphy tells you it is your duty not to strike and you learn that it is your duty and realize that it is your duty, don't you think the men would obey the agreement that is made for their benefit ?

A Well, I asked them to keep on working and they wouldn't do it. They say they can't get along with them and cannot agree.

THE ARBITRATOR: Oh, it is not any different in the last four or five days than it has been for a year or more with the non-union men. I cannot help but feel that there is a good deal of exageration about that. Who else is on the committee besides you ?

A Just myself. There is another man there, but he cannot speak English.

Q Do you have colored men in your gang ?

A Yes, sir.

Q Are they union men ? A Yes, sir.

Q And you get along with them all right, just the same as anybody else ? It is not a question of color at all ?

A No,sir.

Q Well, I am glad to hear that. Well, this is a matter of prolonged examination.

MR. CONDON: Q: Mr. Sobyro, Mr. Andy Small is the man you spoke to on last Monday, isn't he ?

A Yes,sir.

Q And on that afternoon you told him that if these men that were non-union men were not fired that you would quit the next morning ?

A I did not tell him that. I went down and told him that the men were going to refuse to work to-morrow morning, that they cannot get along with these three men not being in the union. I got up and told him they would sooner get their time.

Q You told him-- the effect of it, I may not be exact in my words, but the substance of it was, that if those three men did not join the union or were fired that the rest of you who did belong to the union would quit ?

A That is it. They refused to work and they were always laughing at them.

Q Now what is the name of the union you belong to?

A The American Federation of Labor.

Q Well, you belong to a Local, don't you ?

A Yes,sir.

Q what is the name of the Local ?

A It is--

THE ARBITRATOR: It has a number, hasn't it ?

A 668.

MR. CONDON: Q: Local 668 of the Stock Yards Council ?

A Well, it is all different locals. There are men working at the place belong to that and different locals.

Q Is your local composed only of men who work in your department ?

A No, there are different locals in our department.

Q How many men altogether, substantially and practically-- there areseveral hundred in the local, aren't there ?

A There is always a few hundred in the local.

Q Now then, under the rules of your local, fifty men in a certain gang or in a certain lot are not allowed to quit work and strike, are they ?

A What is that ?

Q Under the rules of your local union fifty of your men in your gang are not allowed to strike, are they ?

A No.

Q Now if you want to strike you have got to make

some complaint to the officers in your local union, don't you ? A No.

Q Who do you have to complain to ?

A If the men refuse to work go down and tell them.

Q You tell them before you quit that you are going to quit. That is the rule, isn't it ?

A How is that again ?

THE ARBITRATOR: I think you are at cross purposes.

MR. CONDON: Supposing it is a regular strike called by the union ? A Yes.

Q It is done by a vote or something, is it not ?

A It will be done by a vote.

Q Now then on this morning in question or rather the day that you told Mr. Small that these men were going to quit, if the men were not fired, had you ever submitted that to your local ?

A No, never said a word about it.

Q why not ?

A Because they did not think about going out. Just came altogether on one day. They told me that afternoon.

Q Did you tell them that it ought to be submitted to the local ?

A I told them that.

Q And what did they say ?

A I told them that and they said they don't care, they would sooner get their time, they would not work with them.

Q Did they say they would not submit it to the local?

A How do you mean ?

Q That they would tell the local or locals that they were going to quit ?

A No, they didn't say a word about it .

Q Did you feel it was your duty to tell Murphy, who was president of the Stock Yards council, you were going to quit ?

A That was done there that evening, and I didn't see none of them.

Q You knew where they could be found, didn't you ?

A Yes.

Q Did you try to find them ? A I went down that evening and I did not think they would go out.

Q You knew where Mr. Kilkowski lived, didn't you ?

A No.

Q Murphy ? A No.

Q Did you make any efforts to see them, for the purpose of telling them you were going out ?

A No, I did not.

Q Now then the next morning when you came there were other departments that quit about the same time, weren't there ?

A No, there were no other departments quit that I know of.

Q Didn't you know there were other departments--

A No,sir, I didn't know .

Q Now had not you mentioned to Murphy or to Kilkowské or to Lane or to Johnstone or any of these men that you men were dissatisfied ?

A No, I did not.

Q So that they did not know that they were dissatisfied, so far as you know ? A No , sir.

Q Certain men are making speeches about this one hundred per cent union outside of the Yards ?

A Well, there are speeches or something.

Q Have you heard anybody making speeches to you that the men must join the union ?

A No, I did not.

Q You never heard anything like that ? A No.

Q Well, you quit because the men did not join the union, didn't you ?

A We did not quit, but the men refused to quit.

Q Refused to work ?

A Refused to work. They told me they would sooner go get a job elsewhere.

Q Your purpose in doing that was to see if you could not force these men to join the union ?

A I don't know.

Q What was your purpose ? A What they told me ?

Q No, but you quit too, didn't you ?

A I went down there and told the boss just what the men were doing.

Q You are the floor leader, the steward there ?

A I am steward.

Q Now you quit, didn't you ? A When the men went down I went down with them.

Q You quit, didn't you ? A I didn't quit. I went down and told him what the situation was.

Q When the men quit at nine you stopped too, didn't you ? A It was not nine, it was a quarter after eight.

Q Well, you stopped too, didn't you ? A Yes.

Q The reason you stopped was because you wanted to force these three men to join the union ?

A That was not the reason.

Q What was the reason ? A The reason was because the men refused to work. If they refused I said, "I wont work either. I will go down with them."

Q Then you all had the same reason, whatever it was ? Is that the idea ?

A I don't know what reason they had .

Q You don't know what reason they had ? A No.

Q Well, as steward, didn't you have anything to say ? Haven't you got the power to tell them when to stop and when to go back ?

A No, I have not. They have all got as much to say as I have.

Q What are you there for ?

A Because they cannot talk English and they sent me down there to talk for them.

Q Are not you there to report to headquarters trouble and things of that kind ?

A Yes,sir.

Q Now, is it not a fact Mr. Sobyro, that the reason why you quit and why the others quit was because you made up your minds you were going to have

one hundred per cent union there or else you wouldn't work ?

A I didn't make no mind at all. I kept on working, and they all refused and came up to me and told me they were all going down and wanted me to go down with them.

Q Is it not a fact you refused to work there unless it was one hundred per cent union ?

A No, it is not.

MR. MEYER: Q: You were just appointed two weeks ago, weren't you ?

A About two weeks.

Q Who was the man who had the place before you ?

A I don't know.

Q Now these same men that caused you to stop, that were using this bad language, these three non-union men were working before three weeks ago ? A Yes.

Q And they just started using this abusive language this last three weeks ?

A They used it before.

Q Why did the men keep on working with them then ?

A Because they wanted to work. They didn't want to make no trouble while we had work.

Q Is the situation any different now than it was two weeks ago ?

A Our men are not fighting any more.

Q Well, they were not fighting two weeks ago were they? A No.

Q They have not been fighting since last November, six months ago ? A No, November 11th.

Q What was it that made them get so abusive these last three weeks ?

A Just got tired being abused and everything like that by the non-union men.

Q The former committee man didn't pay much attention to it, but when you got there you paid attention to it ?

A They didn't have anybody there before.

Q Was not there a committee man there before ?

A No.

Q Not on your whole floor ? A No.

Q who represented the union ? A They all went down--

Q who was the man who represented the union in your freezer gang until you were appointed ?

A I don't know.

Q You don't know. Are there some fellows belonging

to the same local union you do that work at Armour's, Swift's and some other places ?

A I couldn't say that.

Q Don't you know they belong to the same union, the men that work in the freezer at Armour's and Swift's and Morris' ?

A No.

Q Don't you know who belongs to your local ?

A No, I don't know the men.

Q You just went over there three weeks ago, so you-- since your appointment and were told to get all these men into the union, and that was all the instruction you got ?

A That was all. Try to get the non-union men.

Q To join the union ? A To join the union or have no trouble there. Have them hollering at them all the time. Try to keep them quiet.

THE ARBITRATOR: Try to keep who quiet ?

A The non-union men, and try to keep them away from fighting.

MR. MEYER: Q: Did they tell you there had been trouble there ? A There had always been arguments and things like that.

Q Did Kilkowski tell you there had been trouble there ?

A They said not to make no trouble.

Q Did they say there had been trouble there ?

A They said yes.

Q Did they tell you to go ahead and see how many of these men you could get into your union when there was no trouble about it ? A Yes.

Q That was all the orders you got ?

A That is all.

MR. CONDON: Did you hear a speech a week ago last Sunday at Columbia Hall ?

A No, I did not. I was not there.

THE ARBITRATOR: I would like to just again ask how it was that the men after Murphy got there and told them that it was their place to go back and go to work and they went to work and have been at work ever since ? A Yes.

Q How it was that without any promise that these three men were going to join the union, and without any knowledge of their then having joined the union, that when Murphy told them to go back they did go back when just a few hours before they were very un-

willingly to work at all if therewere these non-union men there.

A Well, the superintendent from the office came down and he said he ain't keeping men from joining the union.

Q You knewthat before?

A "Don't make no trouble around there. You can go around there and talk to the men if they want to join the union". That is what the superintendent said to us. And the men talked to them and they all joined.

Q Did they join before they went back ?

A No, they joined that evening.

Q When you went back,you didn't know they weren't going to join. The men had something to say about that. If they had not joined that night would you have gone out the next day or two again ?

A No, we got orders not to go out.

Q Orders from Murphy ?

A From Murphy.

Q Now when Murphy and Lane and Kilkowski and these men in official positions, as long as they are in official positions,

do you think that when they tell the men and the men thoroughly understand it as to what their duty is, do you think the men will do it ?

A Why certainly they would-- if they can understand it.

Q Even if it means working with some men that they may not like. You understand each man cannot make all his company when he is working in a big shop ? If that was so we could not have any big shops. He might not be satisfied with himself much of the time. Any questions ?

MR. JOHNSTONE: Yes, I would like to ask a question.

Q If Murphy and Kilkowski and myself go into settle any trouble and tell you to go to work and we will get them on the street if possible, get their names and addresses, and if the committee would visit and speak to them at their homes and through that way we would eventually get one hundred per cent union shops, isn't that the reason the men went back to work ?

A That is the reason.

MR. CONDON. Q: That same plan was adopted before you

went on strike, wasn't it ?

A How is that ?

Q Before you went on strike they had been trying to get them by going to their home and talking to them, hadn't they ? A Yes.

Q So there wasn't any different plan or procedure adopted after you went out then there had been before ?

A Well, take the biggest part of the men. They didn't understand what it is.

Q Well, they understood it just as well before as they did afterwards ? A Well, some of them may and some of them may not.

Q You did, didn't you ? A I did. I told them what it was. They said they would not do it. They said they wanted to get the highest power from the union and would do what he said, and they did what he said.

Q Did they tell you that before or after you quit ?

A After we went out. I was telling them to go back, and they said, "No, we want to get someone here from the union".

Q Did you tell the men they should not go out at all?

A I told them.

Q Did you tell them you would get Murphy over to explain

it to them ? A I said, "We will go downstairs and wait for him to come over. We will wait for that time."

Q You never sent for him the next day at all ?

A No, because this Williams said he would call up the union and have the men down there, and the men refused to go back.

THE ARBITRATOR: Any further questions ?

MR. MEYER: Q: The fellows are all nice fellows to work with after they get their buttons on, aren't they ?

A They work with men without buttons and getting along just the same.

Q I mean the fellows who made all this trouble, are they still there, these same fellows ?

A Yes.

Q Are they behaving themselves now ? A Just the same as before.

Q Just the same as before with their buttons on?

A Yes.

Q Don't you want to work with them ? A Some of the union men have agreements,-- arguments. Just because they are in the union they have arguments just the same.

Q All of the arguments are settled now, aren't they ?

A We have had no trouble since.

Q These three men have been behaving themselves since have they , A So far as I know they have.

THE ARBITRATOR: Well, I would do anything I could to encourage arguments. Arguments are all right. Discussions are all right.They develop men and help them be informed and grow, but when we have working agreements we don't want to argue and the arguments get so heated that they over-turn the agreements that are made, so long as the agreements are in existence. You can make your arguments in the proper place and at the proper time as frequently as you want to. You cannot always get along by doing what some other fellows tell you. You want to have some voice. So far as you can to your representatives that you choose, some voice in the policies they pursue, that is all right. That is the theory of our government. That ought to be the theory of the union. The only thing that can be done if you are ever going to have collective bargaining to any degree of success. The only thing that will bring it about is to have both parties stick to the bargain, and there is no getting

away from that. Every departure from it every time that in a shop a man without cause breaks their bargain and interferes seriously with the work to my judgment it is a nail in the coffin of collective bargaining. That is my judgment of it. And to the extent the bargains are kept, the honest bargains that are entered into, to the extent they are kept, and inspire faith on both sides, to that extent in my judgment it helps solve the labor problem, helps largely to solve the labor problems to the benefit of all concerned.

Now, is there anything else with this gentlemen? Who else is there there from Wilson's ?

We can take up this other grievance at the same time. I am satisfied it is all of the same genius and the same family perhaps.

--oooOooo--

R O B E R T B E D F O R D , (Colored), testified as follows:-

THE ARBITRATOR: Q: What is your name ?

A Robert Bedford.

Q How long have you worked at Wilson's ?

A A little more than two years.

Q You are one of the shop stewards in your shop, aren'T you ? A Yes.

Q What shop is it ? A The cattle floor, beef killing.

Q How long have you been shop steward ? A About five or six months.

Q How many of you men are there shop stewards ?

A Three of us now .

Q The full number is how many shop stewards ? Is there a vacancy ? A There were four, yes.

Q Now you were on the floor when they quit, when was that ?

A That was yesterday morning.

Q Yesterday morning ? A Thursday morning.

Q How long before that did you know they were going to quit ?

A I heard them talk of it. The men seemed to be dissatisfied for several days.

Q What about ? A Well, there had been some agitation on the floor by these non-union men.

Q To get you to join-- non-union, was that it ?

A How is that ?

Q To get your union men to leave the union ?

A Yes,sir.

Q How many were on the floor of non-union men ?

A From twelve to fifteen.

Q How many union men ? A I guess one hundred and fifty.

Q And the one hundred and fifty were colored and white ? A Colored and white, yes,sir.

Q And twelve to fifteen were they colored and white ?

A Yes.

Q So it is not a question of color there ?

A No,sir, not a bit.

Q The union men colored and white seemed to get along well enough among themselves ? A Yes,sir.

Q And the non-union men colored and white seemed to get along among themselves ?

A We seemed to get along-- union and non-union all right except a few. A few of the non-union men are agitators.

Q Do you remember the names who they are ?

A There are some of them agitators, Austin Williams, and the other is named Hodge, Joseph Hodge.

Q Are they white or colored ? A Colored.

Q Both colored ? A Both colored.

Q You are a northern man, are younot ?

A Yes,sir.

Q Born in the north ? A Yes,sir.

Q You are a colored man ? A Yes,sir.

Q There is a large majority of white men in the union, is there not ? A Oh, yes,sir.

Q They have elected you a colored man steward ?

A Yes.

Q That of itself would show a pretty good feeling among the men so far as race is concerned, at least no feeling at all ? A Oh, yes.

Q Now how long have these two men been working there ? A They were there a little more than two years. They were there when I came the second time.

Q Are they butchers ? A No,sir.

Q What is their business ?

A Both of them walking the floor doing nothing in fact.

Q Doing nothing ? A One of them is supposed to be assistant straw boss, but he doesn't do anything. He stands around and his principal job is when the new men are hired to button-hole them and tell them to keep out of the union. His job is going downstairs

to the employment office and bringing upmen and he brings up all non-unionmen and keeps the non-union men from joining the union.

Q What man is that ?

A Austin Williams.

Q Point him out ? A The heaviest man over there.

MR. CONDON: What is the other fellow's job ?

A The other fellow is pulling cattle over for the doctors, for the government inspectors. When there are any condemned cattle go into the office he pulls them in.

THE ARBITRATOR: Q: How long has Williams been there ?

A He was there when I came back the second time, over two years ago.

Q Was he been doing this same job there, whatever you call it, eversince he has been there ?

A No, he was not exactly on the job when I came there. He got the job I guess about 6 or 8 months after.

Q Has he any authority over you?

A None whatever.

Q Do you know of instances where he has stopped men because they were non union men and instructed them not to join the union?

A I know of one instance. Myself, in fact.

Q Tell us about that?

A I was in the union when I worked there before, and when I came back the second time, I was about two months in arrears in my dues, I was not paid up. I had no book and he did not know me, and so he got ahold of me and took me aside, and says: "Let me tell you, when they get after you about this union, don't you join it." I says:" Why?" "Well," he says "if you join the Union you are against the company. You are not with the company, and you won't last long." I says: "Well, I am a union man already, but I am behind a couple of months with my dues. I used to be a union man." " There ain't anything to that union. You stay out. If you don't you won't be here long." I says: "You can't talk to me, I am a man that uses my own judgment and do as I please. I am a union man but behind in my dues, and going to pay them

2

up."

Q Was that two years ago?

A Yes sir.

Q Was it before the United States was in the war?

A The United States was just about entering the war.

Q But it was before this agreement was made. This agreement before the United States Administrator; before the wages were raised, was it not; before the 8 hour day. Now, the 8 hour day came in, it was started, the proceedings were started two years ago last-- now, a year ago last March, a year ago last December perhaps?

A It must have been along after that time, yes. It hasn't been two years ago.

Q Well, you continued to work there right along?

A I have.

Q And done your duty? A Yes sir.

Q Do you work well?

A Yes sir.

Q You have not had any trouble, have you?

A No sir.

Q Then he did not make good his threat of getting you?

A No.

Q Now, the union was not so strong then as it is now in your shop?

3

A no.

Q About how strong was it then?

A Oh, well, they were just getting started.

Q Notwithstanding the fact that you were a union man, you were then hired, and you have kept your job ever since?

A Yes.

Q Have you any kick of the treatment you have received. You yourself?

A In what way.

Q Well, about getting the worst of it in any way?

A Oh, I have got the worst of it.

Q As against the other men?

A I have got the worst of it several times.

Q All of us get the worst of it once in a while in this life, but I mean any systematic discrimination against union men?

A Why your honor, I will tell you. Every one of us pretty near, has certain discrimination against him on that score.

Q Well, I tell you one thing, of course every one of us in a like situation is more or less suspicious anyway, when we think there is a disposition, it doesn't take very long to feel there has been an actual invasion of our rights, but sometimes, it is after all, more our suspicion than occurrences we are complaining of. Now, I don't want

to make this any real troubles that you may have had, but I want to help dispel any imaginary troubles, you may think you are suffering from if there are any, Has Williams bothered you any in the last two years since you got in there; since this time you speak of?

A Well, not personally, he hasn't, no sir.

Q When did you join the Union again or pay up to where you should be; how long after you came there the last time?

A After I was there the last time, I think the second pay day I had, I joined.

Q You went in again then with your union button?

A We were not wearing our union buttons at the time.

Q How long have you been wearing union buttons now?

A I should judge it is about a year or more.

Q So of course, when you came in there, you would not know whether you wore a button or not; whether you belonged to any union or did not. Now, has he or any other man ever asked you not to wear any union button?

A Not from right directly asking me; not come right directly and ask me, but they have slurred me, and turned up their noses and made slighting remarks to me.

Q Has Williams turned up his nose?

A Williams doesn't speak to me. Williams hasn't.

Q Do you know why? A Yes.

Q I don't want to go into your private affairs.

A No, we had no argument outside of my being a union man. He was sore because I didn't follow his lead. He was supposed to be a leader of the colored men on the floor.

Q Does he talk to other colored men ? Unless possibly he thinks you have more influence ? A No, simply because I told him not to say anything to me any more about it.

Q How many times did he talk to you after that ?

A He talked to me two or three times.

Q Did you ever feel there that your job was in danger?

A Several times, yes,sir.

Q Did anybody so far as you know make any attempt to get you out, when you have been laid off, or any discrimination against you so far as you know ? A No,sir.

Q So far as you know are you in good standing there in your work there as a workman as anybody there ?

A Yes,sir, as a workman.

Q And in good standing so far as your conduct is concerned, having any charges or black marks against you?

A No,sir.

Q You have tried to do your duty, and you think you have

tried to the best of your ability ?

A Yes,sir.

Q Have you ever read the agreement ? A Not all the way through, no,sir.

Q I don't suppose there are many fellow who have ? Have they ?

A They are supposed to be hanging on the wall.There hasn't been one up there since they have been made. All I know about itwhat has been explained to me at the hall.

Q There was a grievance once, they were not put up. That was early in the game, and I had supposed that they were put up. I don't know whether they have been put up or not.

Q They have never been on the wall. There was some kind of an old agreement, in 19 -- something there for a day or two.

Q That was 1917. The agreement and award was early in 1918 ?

A These were some articles dealing with 1917, just on the wall for a day or two and then were taken down.

Q Do you know who took them down ? AI could not tell you.

Q I couldn't see myself where the advantage would be in

taking them down, especially so far as the union men are concerned, because the extent that they would have any advantage to the agreement, the chances are their own officers would be interested in letting them know what their rights are, and knowing their rights, of course they ought to know their duties, because our rights are more or less measured and limited by our duties, as you well know?

A Yes.

Q Did you know that there was an agreement on the part of the representatives of the companies, both with the United States, not with each other, but with the United States, that during the period of the war there should be no strikes or lock-outs?

A Yes sir.

Q That men are not to be discriminated against because they are members of the union?

A Yes sir.

Q Nor because they were not members of the union?

A Yes sir.

Q And that any sort of strike was contrary to the agreement. You knew that, didn't you?

A Yes sir.

Q Now, do you think the men knew that pretty well?

A Well, some of them did.

Q You are a hog butcher?

A Cattle butcher.

Q Now, as a matter of fact, the cattle butchers are generally men of a pretty high order of intelligence, aren't they?

A A pretty good batch of men.

Q More so really, than the ordinary run of men?

A I couldn't say. I don't know.

Q It is a skilled occupation, and they usually have a pretty intelligent class of fellows, don't they?

A They seem to be on our floor.

Q Now, don't you think the men generally understand those things in a general way, the same as you do?

A I suppose some of them do, and some do not. I could not speak for all. The Polish and Lithawanians, I could not speak for them. I don't know.

Q And you could not speak to them probably? Nor they to you very well, but as a member of the committee, you and the other members of the committee speak for them all. Now, what are your duties as a member of the committee?

A My duty is to take up grievances, take it to the boss, and if I can do nothing with it, to report it to the officials of the union.

Q If there is a grievance. This gentleman over here has been abusing some of the men?

A Yes sir.

Q And doing things that he ought not to and making them uncomfortable and cutting under them. If you knew it and could prove that, it was part of your duties to take that up?

A That grievance was taken up. It was taken up first with the foreman and superintendent.

Q When?

A Some time ago.

Q Some months ago? A Yes sir. The superintendent came on the floor. The foreman called him and he came up there and called this man and two other boys that he had discriminated against. He had been in the habit of when any man wanted to lay off a afternoon he would take his check and drop it for him and the man would give him half his afternoon's pay. That is all they would pay him, a half a dollar sometimes, and that was taken up and proven right there on the floor. And also discriminated against two union men.

Q What do you mean. They would not do this for those union men?

A No, discrimination against them, and tried to get their

job. That they could not go to the lavatory or anything without him being after them all the time because they were not in the union. That was how this other case came up, and this union man made a grievance of it and brought it up. And he told what he had been doing to the other fellows, and the superintendent, the best he would do about it was "the next time he does it, I will discharge him."

Q Did you carry it any further?

A I did not. I wasnot sure at the time.

Q Did any body?

A No. The union boy that was discharged, the superintendent put him back to work.

Q Was it on this union boy that he dropped the check?

ANo,QIt was for a non union man.

A He ask the union boy-- told the union boy to give him his check and he would drop it in, and the union boy did not, but said "I am going home and will drop my own check." And he caused the boss to lay him off that afternoon because he didn't notice him.

Q He is the man you all had to notify?

A No, just the boss that works on the trucks. So, well, it was through this that this boy was fired when he came to work the next morning. That was the grievance that he

brought up. And he told him why he fired him was because he would not let him drop his check and pay him for the afternoon. So the outcome of it was Mr. Ross put this man back to work, and said the next time he discriminated against union men he would fire him.

Q Was that taken any further, to Mr Murphy or to Mr. Johnstone or to Mr. Lane or to Mr. Kilkowski, or to any of those men?

A I don't know that it was.

Q You never heard that it was, did you. Was it taken to your local officials?

A Yes sir, it was reported.

Q So far as you know it never came to me?

A So far as I know it never did.

Q So far as you know it never did either? A Well, now when was that. Oh, it has been some months ago.

Q Was it during -- what has he been doing since that time ?

A He has been carrying it on a little more carefully I suppose.

Q You have not put up a case on suspicion. Do you know anything he has done since then?

A Not definitely, no.

Q Has he discriminated against a union man since then that

you know off? He may have wanted to alright, but whether he has done it?

A Not that I can say positively.

Q He doesn't belong to the union now I take it?

A No sir.

Q And may be if they found out that he was doing those things or believed that he was they would not take him in?

A I don't know.

Q I don't know that he has been doing it, but has he been any different or worse in the last two or three weeks than he has for two or three months, or six months before that?

A N°t that I have noticed. No sir.

Q The last two or three weeks, it was not on account of anything he has been doing in the last two or three weeks that the men walked out?

A Not him alone.

Q What other fellow is there?

A A fellow named Joe Hodges has been causing trouble.

Q Which is Joe, is he sitting over there?

A Yes, the one in the center.

Q Alright; what has Joe been doing?

A He has been agitating around there, throwing out slurs against the union men.

Q Did you hear him?

A I have heard him. Laught at you and turn up his nose as if you were a joke. Because he is working the same as you are and he has good money and don't have to pay union dues. And then a few days after he threw a rock at a wagon, when some men were making trouble, and other little things he has been doing that way.

Q Did they tell that to the boss. Did the men make a complaint about it?

A I don't know whether they did or not. I don't know. I didn't know of it myself until the next day.

Q Until the day the men quit?

A Oh, no.

Q How long was that before the men quit?

A A day or two before, I believe it was.

Q And in the meantime the union was growing stronger wasn't it?

A Yes sir.

Q Each day there were more men joining the union, slowly ?

A Yes sir.

Q Now, let us take down to the time the men quit. What did they quit for?

A Why, they were dissatisfied with this man on account of him going around there trying to make trouble; men carrying

guns and knives.

Q Who?

A The little lad sitting there always carried a gun.

Q Joe?

A No, Wells.

MR. MEYER: Carried a gun you say?

A Had a gun up there on the floor, yes sir.

THE Arbitrator: May be you might have taken it for what he took out just now? I don't know what it was.

A I don't know. No . There was a party there that he flashed his gun on.

Q What was it you took out just now? A watch or a tobacco box?

MR. WELLS: A tobacco box.

MR. CONDON: I would like to ask this man if he doesn't belong to the union and has not belonged to it since 1918. I just ask him.

MR. MEYER: Ask him if he belongs to the union.

A He does. After two months, he is not in now, but he joined in December but he has not paid a nickle since. He joined the union during your arbitrations, the last one, until after he got his card, after that time, and then he dropped out.

THE ArBITRATOR: He didn't have to belong to the union to

get that?

A For fear of trouble. So he would have the protection of the union.

MR. MEYER: Is that your idea, or did he tell you that? I don't know anything about it?

A I know he wouldn't tell you, but if a man joins one month and drops out the next, what is your idea?

THE ARBITRATOR: We will ask him when we get around to it?

MR. MEYER: Did he say he saw the gun on him?

THE ARBITRATOR: You didn't say you saw the gun?

A No, I said another party saw the gun.

Q Is that party here?

A The party is present, yes sir.

Q Did that party complain to you that that man was carrying a gun?

A Why yes sir, this boy and another fellow were both carrying guns and I don't know this other fellows' name, and could not give it.

Q Did you make a complaint to the foreman?

A I spoke of it and he paid no attention to it.

Q Whom did you speak to?

A A man on the floor. I intended to tell the foreman but I don't know if I told him or not.

Q Now see here, that is alright, I don't want men carrying

guns on either side, either men nor bosses, but if there has been something of that kind going on, how in the mischief are we supposed to know about it unless the fellows who know tell us.

A I made it a point twice to meet Mr. Johnstone out there, but Mr. Johnstone was busy. I was going to point the boys out to Mr. Johnstone, and he was going to have an officer start and lock them up, but he was busy. One day we got out a little early, and that is the reason we missed him, and the boss had gone.

Q Has anybody refused to do the fair thing about that particular occurrence? Men carrying guns on their work, has anybody, any officials of the company refused and turned you down in this matter in any way?

A No sir.

Q Didn't you then think, and don't you think now, that if you made a complaint to them and satisfied them that there was some fellows on the floor carrying guns, that they would correct it and discharge them, or make them leaves their guns home, or do something? Don't you believe they would?

A Well, I don't know.

Q You haven't any reason or have you any reason to believe they would, from anything they have said or done?

A As to any of these non union men, they should be protected. I don't believe they would be bothered.

Q The last time a complaint was made when Williams tried to get this fellow fired, the union man came out on top. He got his job back, didn't he?

A Yes sir.

Q And he still has it?

A No he has not got it. He has quit.

Q Working where now?

A Well, he is working somewhere else now.

Q He was not fired?

A He was not fired no.

Q He was not? A Yes, he was fired too.

Q Who fired him? A The boss, his foreman, and he was put back, and Mr. -- put back by Mr. Rose.

Q Why w as he fired?

A For going home that afternoon.

Q But they took him back?

A Yes.

Q But afterwards-- A He quit of his own accord.

Q Of course, we all get suspicious, more or less sometimes, because somebody else may have an interest to be against us, but we must not condemn men any more than we want to be condemned, merely because we are on opposite sides of a proposition. What I want to get at is this- if

believe, that the men in charge there, if it were called to their attention that there were men there carrying guns for a certain purpose, and improperly, and in violation of the law-- because it is a clear violation of the law to be carrying concealed weapons-- that they would not do their duty and fire such men for it or discipline them properly. Why, if anything of that kind was brought to my attention I would fall short of my duty if I did not discharge the fellows who didn't do their duty in disciplining the men. Is that the cause, why the men quit?

A Why cases of that kind is the cause. These men keep nagging and taunting just the same as that, and a drop of water will wear away a stone.

Q But the drop must have been dropping a long long time. It became less as the union men became more and more and the non union men became less?

A Yes, but the men are always expecting a preferential shop.

Q Did they strike for a perferential shop?

A I don't know. It is just dissatisfaction of the non-union men all the time nagging at them. They didn't strike because they wanted them in the union, but just the nagging.

Q What has the preferential shop got to do with it then?

A Well. that is all that kept them in line as long as it did.

Q Do you mean on the promise they would have a preferential shop? A Yes, that is what they were expecting.

Q And so far they have not got it?

A Not as yet.

Q And not having the preferential shop, is it or not your belief that they s truck for a closed shop?

A No, not primarily no sir. They struck for a fair show on that floor. by these non union men.

THE ARBITRATOR: I wish that some one would point out the instances to me where they have not had at least a fair show with non union men. I would like to make an example for some of them if I found there w as a reason for it, but I have to have a reason for it. I cannot act on suspicion.

A I cannot call the names, but I can tell you the instances of where union men have come on the floor five or eight minutes late, and have been sent home for the day, "come back tomorrow morning, you are late." And non union men come around a half an hour late, and wepointed them out to the boss and say "why don't you send them home."

Q What boss?

A Adam Young.

Q Did Williams have anything to do with that?

A In what way could he have anything to do with it?

Q By having the non union men kept there and the

sent home for being late? Have not there been cases where you know of where the union men have come late and not been sent home?

A Yes, few and far between.

Q And there have been cases where non union men have been late and have been sent home?

A No sir. I have watched it for Six months and have not seen it yet.

Q There would not be so many cases in the non union men because there are only a small proportion of the total number there, so the individual cases would not be so many?

A There is more non union men late than union men. Very seldom there is a union man comes on the floor late.

Q You think that is because the non union men are protected in the matter?

A Yes sir.

Q Well now, let's get down to this strike. What is this strike about any way, this walk-out?

A Well, simply as I told you, on account of the non union men keep nagging and trying to start trouble.

Q When did the men get back?

A Go back to work?

Q Yes?

A Between 10-30 and 11 o'clock.

Q Yesterday?

A Yes.

Q Who sent them back?

A Why Mr. Murphy.

Q Did you hear his talk to them?

A Oh, yes sir.

Q How many men were there, did you say?

A On the floor that was out, you mean?

Q Yes?

A Oh, about 150.

Q Did he tell them that they were under contract to work and not to quit and to go there and to do the best they could?

A He told them to return to work.

Q And the men did it when it was explained to them?

A That they would take the trouble up and take it to the superintendent if necessary and they would receive fair treatment.

Q But do you think it is generally understood that the contract is still in force?

A Generally I suppose. I don't know.

Q And that under the contract, there should not be any strikes?

A I think that the majority of the men considered the war at an end when the Armstice was signed. I don't know if they know any different yet.

Q Well, that is not the fact, we may be in it again tomorrow. It is not at an end until it is declared at an end by the ratification of any peace terms that may be agreed on. I do not know when that will be. The sooner the better, we all hope. Now, if it is a fact that the agreement has been extended, you recognize the fact that there should be collective bargaining, don't you?

A Yes.

Q That s, you believe in collective bargaining.

A Yes sir.

Q Don't the men believe in collective bargaining, or would they rather have each man go to the general office and make his own contract?

A No.

Q Do you think the men believe collective bargaining would last very long if either of both sides of it paid no attention to it after the bargain was made?

A No sir.

Q Now, you believe in carrying out bargains, don't you?

A I certainly do.

Q Made in good faith, and by the representatives of the man?

A Yes.

Q And made in good faith by the representatives of the company. You believe they ought to be carried out?

A Yes.

Q Don't you believe the men believe it. I will ask you, as between man and man, don't you think that if you as a steward or Mr. Murphy, explain to these men, that on account of this bargain, if there are any grievances they have to be taken up and decided, the boss has not the right to say, as was the case some years ago altogether, whether he would listen to the grievances or would not, under the bargain he has not any more right to say about them than you men have, if the men understand that in the matter of differences in wages and differences in working conditions, the boss does not, under this agreement that he has made, have the right to follow his own sweet will, but he is under an agreement and the agreement will be enforced against him, and the agreement is binding upon both sides, or it would not be an agreement at all, don't you believe the men will follow the agreement? A Yes, sir.

Q And if they have any grievance, if they think Williams is oppressing them, and have any evidence of it, if they think Joe is not doing the square thing, and is sneering and belittling them, and trying to provoke them into

without any provocation from the other side, and if this other man is carrying guns, and he and his partner to intimidate the men, and so as to have some authority, the union men not carrying any guns, union or non union, carrying guns there, now are you willing, and do you think the men would be willing, on complaint made to whoever the Government may constitute as Administrator to decide this question fairly and opening and giving every body a fair hearing, giving every body a right to be heard? Do not you think the men would then agree to abide by their contract not to strike?

A Yes sir.

Q If they have a grievance settled?

A Yes sir.

Q Now, when whoever it was, Murphy or Kilkowski, came and told the men, and explained it to them that way, they went back to work. Is your shop all union?

A No, Williams is there yet.

Q So it is not all union?

A No, it is not all union, about the same ratio it was.

Q And you have not any assurrance now, that Williams is going to join the Union or Joe is going to? I assume Joe does not belong to the Union, may be he does.

A He does not.

Q If those men do anything they ought not to do , or do things to raise a disturbance there, or something that is calculated to bring about rowing, and so forth, a complaint should be made, and they ought to be discharged if that is shown?

A They should be, but they are not.

Q What is that?

A They should be, but they are not. The men did not walk out because they were not in the union, but because they want to be treated right, and let alone. Leave us alone. Don't throw us out those insults or slurs. We get it on the street-car or anywhere else. When they see a button, they have something to say about it.

Q Now, on a fair case of that kind being made out,-- of course we cannot do it on suspicion, he would order him discharged, just as I did this morning.

AThey are not up there for nothing, but they tell you, your honor, this Williams is the leader of some men to raise a line of prejudice, and show the white men, the colored man is not with him, and show the colored man, the white man is not with him, and he wants to raise dissention on that footing.

Q That is your suspicion, and I hope it is not well founded, but if Williams has got any such idea as that, the

sooner he gets it out of his noddle, the better.

A It is a fact though that sometimes a man who is not in the union is from one part of the country, and that they stand solidly together, and you cannot do anything with them, just whatever the company tells them to do.

Q Have you any idea that there will be any w alk-outs tomorrow?

A Not a bit in the world, I don't think there will be.

Q You are doing what you properly can to get men into the u ion I take it?

A Well, If I see a man on the street, and he is not a union man and I can talk to him, I do.

Q You recognize you have not any right to jab him and sneer him any more than the other fellow has to you.

A No, I don't do it.

Q I have got an idea that the best sort of a union man is the man who behaves himself best, and I am inclined to think some union men think the same way.

A The union men have all wanted to go along nice and easy and do the right way, and don't have no trouble, don't say nothing to them, leave them alone. That has been our principle.

Q I am going to ask you this. I don't know. I presume these men are going to continue to work there. I don't know what

is going to take place, but if these men work there and let you alone, and you let them alone, and don't nag each other, are you anticipating that there will be any more wik outs as long as the agreement is in force ?

A As long as the contract is in force there will be no trouble whatever.

Q Well, the contract is in force now, and a year longer. As long as it is in force, you believe it will be observed ? A Yes.

Q You believe in loyalty to whoever your representatives are ? A Yes,sir.

Q Individually, you have a voice in choosing these representatives from the beginning, as in any lodge or other organization ? As in any large organization,some people have got to act for the whole of them and you believe in loyalty to them, in carrying out their honest undertakings ? A Yes,sir.

Q You believe that the men feel that way too, they feel the propositionis on trial, as much now,more now perhaps, in this industry than it ever was before, since the Administration began?

MR. JOHNSTONE: Q: You don't think that the best way to approach a man to get to him/to come into the union is by sneering

at him and calling him a scab, do you?

A I do not.

Q You do not think you will get any great success that way?

A You will make no headway whatever.

Q Did you ever know any man that was caught stealing meat, no matter how small it was, but what he was instantly fired?

THE Arbitrator; Fired by whom, bythe company?

MR. JOHNSTONE: By the company. You have always noticed that?

A Yes sir.

Q You have no idea, I take it, why they did not fire Williams when they found out that he was trying to steal an afternoon's pay from the company? Have you?

A No sir.

Q What w as Williams' work when you went there first?

A Why, when I went there first to work, he was sawing rumps.

Q Now, he is walking around with a nice easy job?

A Now, he is doing nothing.

Q But agitating against the union.

A Agitating against the union.

Q What is this man doing, when you went there first,

that is now going down to the office and bringing up the help to the office ?

A That is Williams that does that.

Q Did you ever notice him bringing up any man with a button on his coat ? A Not as yet.

Q Always non union men ?

A Always non union.

Q Has he brought up many lately ?

A He brings up all that have been hired.

Q How long has that been going on in Wilson & Company for Williams to go down there and bring these men up.

A Ever since he has been on the job. I can't say how long he has been on this last job.

A VOICE: Ever since this second draft.

THE WITNESS: A Yes, the man who had the job was in the second draft.

THE ARBITRATOR: Who was this man, whose place he took, a union man ?

A Yes, I believe he was.

Q Is he there ? Is he back ?

A No, he is not there. I don't believe he is. I have not seen him if he is .

MR. MEYER: Q: Is Williams doing the same work that he was doing ?

A Yes sir.

Q I thought you said he was not working?

AHow?

Q I thought you said he was not working?

A Was not working?

Q Yes.

A He is not doing anything but walking around.

Q Well, is this other fellow paid for walking around, the union man?

A I don't know whether he was at the time he was drafted.

Q All I mean is, they did have a man there that did this work that Williams is doing?

A They did.

Q And that was all that that man did?

A All he did, yes sir, just the same.

Q Do you know how much he gets paid for doing nothing, or doing this work you say is nothing?

A I have no idea. I never inquired?

MR. JOHNSTON: E Q You know there is a strike in the hair house?

A Yes sir.

Q You know they have Colored help there, going through the department?

A I know they are going through all the different depart-

ments, picking out non union colored men to put them in these men's places in the hair house.

Q Do you think that increases the prejudice between the white and the colored?

A That is just what it does. They are trying to start dissention between the two races.

MR. KILKOWSKI: Q Isn't a fact that at the present time non union men in the hair house are exclusively colored?

A Yes sir.

MR. CONDON: Q When were you over there, where-ever it is?

A I wasn't inside, but I have been over there several times.

Q When was the last time you were over there during working hours?

A I think I was out there yesterday afternoon.

Q Weren't you working yesterday afternoon?

A When I went down to call up Mr. Kilkowski?

Q What time did you go in there yesterday?

A It must have been between nine and ten o'clock.

Q In the morning.

A In the morning.

Q You were out, over at Wilson's at that hour, weren't you?

A Yes sir.

Q Did you go inside the plant?

A In the hair house?

Q Yes?

A No sir, I had no business in there.

Q Then how do you know that there are colored men in there exclusively?

A Because they have been seen going in and out, and have been talked to.

Q Have you seen them?

A I have seen them from the windows, yes sir. I have seen them. I have seen them in there. I did not go inside and talk to them.

Q When did you see them in the windows, outside of yesterday?

A I don't believe I have seen them before yesterday.

Q Were there any colored men working there before?

A I could not say. I have never paid any attention to the hair house until the strike.

Q How do you know they took the place of white men?

A Because I know there were white men working there.

A Q You never saw them working there?

A Yes sir.

Q Now, are there any white men working in there now?

A Not that I know.

Q Do you know whether there are or not?

A I am pretty sure there is not. I am not positive.

Q Well, some of the men that are working there, were they taken out of your department?

A Not that I know of.

Q What department were they taken out of?

A Taken out of all others.

Q Well, what department, do you know that they were taken out of?

A Well, there was one or two taken out of the sheep butchers.

Q They were. Lately?

A Last week.

Qq Who was put in their places?

A I could not tell you. I simply heard the sheep butchers talking about it.

Q Do you know anything more about it than that you heard somebody talking about it?

A That is all. News travel all through that plant. Whatever they are doing, you can find out a half an hour afterwards, what they are doing in any department.

Q Are those men that went out on strike, union men?

A I suppose so.

Q Do they belong to the same local?

MR. JOHNSTONE: You know there is such a place as China, although you never saw it?

A Yes, sure.

THE ARBITRATOR: The hair spinners, I believe, have a separate union agreement all these years, not under the Administration?

MR. CONDON: Well, did these men so far as you know, go over there against their will, or willingly?

A I don't know.

MR. JOHNSTONE: You know that the hair spinners in Wilson's are exclusively white; you know that by personal contact with the men who were hair spinners there?

A Yes.

Q And so far as your knowledge is concerned now, you know now they are exclusively colored?

A Yes.

Q And what inference did you draw from that why they should replace strikers by non union colored men?

A To start prejudice, and to start white men to fighting the colored men.

MR. KILKOWSKI: Isn't it a fact that xfkxxxxxx, at the noon hour these colored men are looking out of windows and doors, and these men come out for lunch, and there is a kind of moral effect that we all try to avoid as good American citizens, it creates a dis-harmony and hard feelings among the races, isn't that a fact?

A That is a fact, yes sir.

MR. CONDON: Q Do you think because you are kept at the stock yards shows a desire to have trouble between the white and the black races?

A Because I am employed there?

Q Yes?

A Not on my account, no.

Q Well, do you think that because the others are employed there, other colored men are employed there, that is the purpose of it?

A By employing a non union colored man to work against the union white, yes.

Q Suppose the union colored men are employed?

A I don't think they would take the job.

Q Somebody has to do the work?

A Yes.

Q Do you see any objection to employing non union colored men to do the same work that the non union white men would do?

A Any objection?

Q Yes?

A I see the objection they could give the men that was already there, fair conditions and wages, and they would stay.

Q All right, let us assume now, that they are not doing that, do you see any reason why they should not employ

non union colored men, just as well as non union white man?

A Well, if they want to do that, why don't they employ non-union white men?

Q I am asking you if you see any objection to it, employing non union colored men ?

THE ARBITRATOR: If they are going to employ non union men, whether you see any objection to employing exclusively colored non union men ?

A In hiring non union colored men, it naturally causes trouble between the two races. That is something the union is trying to avoid.

Q They can't get union men over there so far as you know ? A I don't know.

THE ARBITRATOR: I presume that the statement of your notion would be, that if they could get non union men to take their places, if they had no idea of creating race trouble, they ought to employ white and colored indiscriminately ? A Yes, sir.

Q And if it is a fact, as you are assuming, that they are employing colored men only, it would have a natural tendency of inflaming the white man against the colored man?

A Certainly, I have known of a couple of cases where there have been trouble.

MR. CONDON: How many colored men are employed in the

yards? A I could not say.

MR. MEYER: Q Are there any colored union hair spinners?

A No sir.

Q Do you know why?

A I do not.

Q Did you ever try to find out?

A I did not.

Q Isn't that rather strange to you?that you people belong to this union, while in the hair spinners union there are no colored men belong to it?

A As I understand, it is a separate union. I never went outside to inquire about any other union than my own.

THE ARBITRATOR: That is, you don't know whether there is or is not.

MR. JOHNSTONE: I can give you that information, judge. There is.

MR. MEYER: Are you making that as a statement?

MR. JOHNSTONE: Yes.

MR. MEYER: That there are colored men in that union?

MR. JOHNSTON:E Yes.

MR. MEYER: How many, will you give me the names of the fellows that you know, Johnstone? Come on, how many of them do you know?

MR. JOHNSTON:E: Three that I know.

MR. MEYER: Give me their names?

MR. JOHNSTONE: I cannot.

MR. MEYER: Where do they work?

MR. JOHNSTONE: I don't know.

MR. MEYER: What place?

MR. JOHNSTONE: I don't know.

MR. MEYER: And you don't know their names?

MR. JOHNSTONE: No.

MR. MEYER: And you are making that statement to the Judge as a fact?

MR. JOHNSTONE: As a fact.

MR. MEYER: Will you find out their names, and where they work and bring it to the Judge?

MR. JOHNSTON:E Possibly.

MR. MEYER: No, not possibly. I want to know whether you will.

MR. JOHNSTONE: I don't know whether I have the time or desire.

MR. MEYER: I have some information--

MR. JOHNSTONE: How.

MR. MEYER (continuing) that there are none. And I would like to know why you make the statement that there are?

MR. JOHNSTONE: I addressed a meeting, and there were three colored men in the meeting.

MR. MEYER: Do you know if they belonged to the Union?

MR. JOHNSTONE: I know that there was nobody in there

that did not belong to the Union.

MR. MEYER: How do you know?

MR. JOHNSTONE: Because, I have been twenty years in the labor movement.

THE ARBITRATOR: It is not a very numberous union.

MR. JOHNSTONE: No, it is a very small body.

THE ARBITRATOR: Perhaps 100 men?

MR. JOHNSTONE: Perhaps 150.

THE ARBITRATOR: I happen to know something about them, not because it came within my jurisdiction, but because I sort of mediated between the superintendents and the hair spinners union one time, and because of that matter they both were before me, and we worked out some sort of a settlement.

MR. JOHNSTON:E I just wanted to explain that. There are some international unions that are backward, and don't accept colored men, but the Federal Labor Union is a union strictly governed by the American Federation of Labor, and they would not receive a charter if they drew the color line.

THE ARBITRATOR: Any further questions?

MR. JOYCE: Q Did he ever bring up a man with a button?

A No.

THE ARBITRAtor: Let me ask about the men with the buttons. A man comes there for employment, would he be apt to have

button on if he was out of a job?

A He wasout of a job and a union man?

Q Supposing he was a man that was out of employment?

A Yes.

Q And might he be a union man in good standing then?

A If you are sick or out of employment while you are a union member, the dues are remitted, and your dues are remitted until you get work.

Q Some of these men might have joined a union even though they hadn't the button on?

A Oh yes.

Q So that these non union men that are there now, as you said, most of them have been there for a long time, before even they wore buttons?

A Yes.

--o--

W I L L I A M B R E M E R

testified as follows:

DIRECT EXAMINATION BY
Mr. Johnstone:

Q You are on this same floor committee?

A Yes.

Q And the other member is what?

A Frank Custer.

Q There are three of you now?

A Yes.

Q You are a white man and the other two are colored men.

A Yes.

Q And the union itself, so far as your jurisdiction is concerned, the majority is very largely white, I believe?

A Yes, sir, it is.

Q Now, how long have you been working for Wilson & Company ? A About 4 years, that is, I started to work and I went to the Army. When the Mexican trouble was over, I came back.

Q Do you speak Polish ?

A I do not.

Q Do you speak any foreign language ?

A I am German descent, but American born.

Q Do you speak German ?

A Yes, sir.

Q There are a good many Poles there, are there not in your shop ?

A There are a good many I know, but they can speak pretty well English.

Q Do you have no trouble in that regard ? A No.

Q They understand every word you say to them ?

A Yes.

Q You know about these men quitting?

A Yes.

Q Did anybody give them an order to quit?

A No sir.

A These men just simply got together, and because these men have been talking about guns and stuff like that, they got disgusted and were afraid to work when they had their backs towards them, for fear of getting a knife jabbed into them, and they just laid down. We told them to go to work -- Murphy told them. Finally we got them so they would go to work.

THE ARBITRATOR: Did you explain to them it was the agreement they should work?

A I explained to them, but the men just got leary. They were afraid to work.

Q Who told them about this gun business?

A We have got a brother here from the Union here this afternoon who has seen it, We brought him along as evidence. He is the one who has seen this gun.

Q That is really the complaint you are making against this man?

A That is part of the complaint.

Q Now, did you ever see a man on the floor with a gun?

A No.

Q Is it, so far as you know, customary for men to bring weapons in the employment?

A Not that I know of.

Q That is in so far as you know?

A No.

Q You don't carry one?

A I would shoot myself, if I did.

Q How long have they known that some of these men are carrying guns?

A Well, I tellyou Judge your honor, this came to me here but a few weeks ago. One of the fellows came up to me, and said "these fellows are toting guns." I said, "Oh, go to work." That is no gun. He is only bluffing you."

Q Did he tell you who it was?

A He didn't say. I went over and told Bobb Bedford. I said, "these fellows are around saying they are carrying guns." We paid no more attention until finally this brother we brought along seen the gun.

Q When did he see it?

A He didn't tell us. Then the fellows got disgusted, and they are getting these slurs about the union and all that, and they just laid down and quit.

Q They don't do that with a gun?

A No.

Q Well, let us leave off that part and get through with the gun toting. Now, you agree, don't you, that if there is a man there carrying a gun--AI agree to lynch him.

Q No, not lynch him. We don't want to lynch anybody. We could not, but alas we do sometimes, but if there is a man carrying a gun, either the gun ought to be fired or he ought to be fired.

A The trouble with them fellows up there is, they are yellow They carry a gun and we are afraid of them, and when they shoot it, they can't shoot straight.

Q Then what are you afraid of?

A They have a yellow streak up their back. Why don't they come out and tell us." We are not going to join the union."

Q They have told you?

A I know, but they don't tell us in the street. They don't offer to shoot us in the street.

Q What is the difference whether it is in the street or otherwise, You ask them on the street to join ?

A Well, we are not allowed to start any trouble on the street.

Q You are not allowed to start any trouble on the street?

A Because they won't come up to us on the street.

Q Well, they don't have to? Why should they have to come up to you on the street?

A Why on the floor toting guns ? It ain't going to do them no good any how.

Q But the principal thing is they tote guns there. Now, they don't have to talk to you on the street, and don't have to let you talk to them on the street?

A why I know that.

Q You can't go to this man and say, "Here Williams", or "Joe" I would like to talk to you about the Union ". "Oh, go to it, I wont talk about the union." We don't expect parlor language all the time on either side. Now, he doesn't have to talk with you. You know that ?

A I know that well.

Q And you haven't any right when you definitely find out that he wont talk to you, you haven't any right to influence his or nag him. That wont bring him into the union ?

A No, we don't.

Q You brought in the "street", and I am following you up on the street; that is all. Now, it is not at all any different on the street than it is on the floor.

A Oh, yes, it is a whole lot of difference.

Q No, it is not.

A On the floor, you are not - we don't want any trouble and you are not allowed to start it.

Q I say, either on the floor or on the street, if he wonce gives you notice he won't talk with you, and says "get away", you haven't any business with him?

A That is our privilege.

Q And that is true whether on the street or on the floor, except on the floor you are not allowed to talk to a person anyway. Now, ou claim that the men know that, but you claim they are coming on the floor and looking for trouble, pulling guns, and all that sort of thing.

A Yes sir, and the men just got disgusted and--

THE ARBITRATOR: Oh, I know. Did they get disgusted all of a sudden?

A Well, that has been going on for quite a while, Judge.

Q Did this disgust have any particular relation to the 100% movement?

A Oh no, these union men are just in danger of their lives.

Q This case of disgust seems to have been springing up in so many different places at the same time, without any apparent cause. That is what I am trying to get at. This may be something like the "Flu, I don't know, but really this disgust springing up here and there, different shops, the same thing in different shops, and different jobs, well, it looks very strange that they didn't know anything about each other. Now, in some way or other, the intimation,

whatever it may be, was conveyed from one to the other. I don't know. Stranger things happen in this world and that is one of them. Now, I don't need to tell you about the agreement. You know in a General way what it is, and I haven't any doubt but what you men are intelligent enough to know in a general way what it is. If these fellows are toting guns, why don't you make a kick?

A Well, your honor, there was a kick made but it don't seem to do any good.

Q You don't understand that?

A We brought a brother with us this afternoon who seen it. QBedford says he went to the boss and the boss did not refuse to take it up, but for some reason there wasn't anything going on that afternoon, but I don't know whether that was before the strike, before the men walked out. You cannot just on mere suspicion fire a man, white or black from his position. That would not be fair. It would not be fair treatment to you, and as you profess-- and I have no reason to doubt it, entitled to the same treatment, it would not be fair to fire, I don't care who it is, Williams or Joe. May be he didn't have a gun at all. May be this man w as mistaken. You have to have a hearing and find out about this thing. May be union men have guns. I don't know. You ought to

know that the mere fact that the man is a union man or a non union man, that is not the dividing line between Angles and Devils . All classes have their sheep and goats. AWe cannot all have wings.

Q No, the stock of wings would run out. Now, what is your idea? You are an intelligent man, and what is your idea about this thing?

A My idea is this. There has got to be something done, because those fellows on the killing floor, are in what you call "a group", and they are ring-leaders of this gang.

Q Well, if they elected you boss for the floor, they must think you are in smypathy with them, or they would not have elected you floor stewart, you and these two colored men.

A I am not speaking of the union men right now. I am speaking of the non union men. It was not that I want to say anything, but this sign that was put up. If this sign wasput up by union men, we would know about it. They would come and say "we put up a sign".

Q You don't know anything about that sign?

A No, I don't.

Q You don't know whose handwriting it is?

A No I don't. I look at -- I figured it this way. If

he was a true blue union man, who put up that sign, he would come up to the stewart and say "---

Q I beg your pardon, he ought to have come to see you before he put up the sign, don't you think?

A So we think --

Q Now, let us get your view on that. Don't you think he ought to have come to you before he put up the sign?

A Yes.

Q Now, it is all well enough, this before and after business is all well enough. We can't help it, but it is all well enough to keep Kilkowski and Lane and Murphy and Johnstone and Joyce and all these men chasing around putting them back, but the damage is done when the men quit. If they ought to be put back, they ought not to have gone out. You understand that, don't you?

A I understand that well.

Q And if they ought to have gone out, it is not right to put them back without sme change in condition, is it?

A No.

Q Now, they have gone back in most instances, I am glad to say, but where they seem to have taken it into their own hands, and the officials have taken hold of it, they have gone back and gone to work, excepting in some instances, they have repeated the dose, and what I want to get at is what we can do to prevent this--that we have

a right to do -- to prevent these things that you and I agree men ought not to do, namely, to walk out. You and I agree they ought not to do that, don't we? Even if they think they are abused, let them bring their grievances before they walk out, not after. What is the use of locking the stable door after the horse is gone? In most instances, what is the use? Why not do your work of investigating and all that before the walkout, and maybe we can get it all straightened up?

A Well, judge, these fellows, Mr. Murphy and Leboskey and McElroy, those fellows came up there and the fellows went back to work under this condition.

Q What is the condition?

A That there has got to be something done to those fellows. They don't want to work with them, because they are afraid, and I told these fellows I would go back to work and get the cattle out every day if there is something done to these fellows, because they don't want to have no more bother with them. I never was for trouble.

Q No, I don't want trouble. A So they told us fellows when we were coming down, "Tell them fellows down there, there has got to be something done to them

fellows."

Q Name the fellows?

A Mr. Williams and Joe there and that little fellow.

Q Is that the only one?

A That is the only three, that the gang has got a regular grudge against, on account of throwing slurs around and carrying guns, and those fellows said they would go back to work under that condition. And after this is over they will start slurring over again, and there will be still more trouble -- these old butchers.

Q You can tell the old butchers so far as I am concerned I have not attached any such condition?

A But these fellows don't. There ought to be something done about that. They are all good butchers. You and I would get disgusted, anybody else would.

Q Now, do they expect -- I want to see where we are at for the future. We are always concerned more for the future than for the past. The past only helps us light our way in the future. Let us talk about the future. You say the men expect this. Supposing now -- I don't know any more about this case than you have heard here -- not one man so far saying they have a gun, not one man so far saying anything about these

guns and all that sort of thing which seem to have sprung up by a strange coincidence in all these different shops and these different employees this June time for the first time, now, do your men expect that with this grievance that they presented here yesterday afternoon and which we are hearing among the rest today, that merely because they say they go back on the condition these men are fired, that these men will be ordered fired? If so, they had all better be looking for a summer vacation, so far as I am concerned, because I have got to have evidence. I want to deal fairly by everybody. These men have got before me the same rights as anybody else. I assure you they are no better because they don't belong to a union.

A No, treat them all alike.

Q Now, I would like to know -- It doesn't make difference, because men sometimes state -- we all take the wrong view of things sometimes.

A All make mistakes.

Q Now, I am willing to go as far as anybody ought under this agreement to have harmony in these shops. It is my duty to do it. But I cannot in all fairness, go as far as to say, "Well, we are informed this man has

done so and so, kick him out." I cannot do that, and you would not want me to do that if you were the other fellow. Do you think these men are willing to go along with the agreement that their representatives have made for them,or not?

A Why these union men up there will listen to representatives any time. We will go back to work any time.

Q Now, that is fair and square and normal. But if their representatives tell them they haven't got any right to strike as long as this union agreement is in force, do you think they will obey that?

A I know that.

Q Didn't they know it when they walked out?

A Sure they did.

Q There wasn't any union official told them to do it?

A No.

Q The point is, the outlook for the future.

A To have peace on that killing floor.

Q Oh, I understand. We will have peace on that killing floor.

A When a mutiny starts up there I don't want to

be there, so I want to act.

Q But do you think one hundred and fifty odd out of one hundred and sixty want to be in it?

A No.

Q How many non-union men are there now?

A I judge about fifteen.

Q And how many union men?

A About one hundred and fifty or one hundred and seventy-five, I don't know.

Q Now, I don't believe I would lie awake nights trembling with fear over that lineup if I were a union man. You don't think anybody is worrying very much about the safety and security of that floor, do you? Now, let us be square with each other. What is the use? I sympathize as fully as I have a right to with your desires to have one hundred percent union there, that I sympathize with. But still I am bound by the agreement the same as you are. Now, we might just as well be square with each other. I have been trying cases either as a lawyer or as a judge and have had experience with human testimony and human conditions for too long to feel a very

great fear for the safety and security of that one hundred and fifty men in that body of one hundred and sixty-three. I am not going to lie awake nights and worry about it. They will take care of themselves. But I am worrying about their sticking to their agreement. I am worrying for the proposition, if it is a good proposition, and I have my notions on that, too. I am worrying for the proposition of collective bargaining, which is the basis of the whole thing, because if you fellows are not going to keep your bargain, you cannot expect any more bargains to be made, and that would be a bad thing, I am afraid. Do you think if you and these other stewards say to these fellows, "Now, here boys, this is your agreement. We have got to live up to it. If you have any complaint, let us push it for all there is in it." Do you think they will go along with it and go along with their jobs and go along with the agreement? If they haven't any agreement, that is another proposition. What do you think about it? If not, of course the agreement was made with Uncle Sam, it is up to our Uncle not to me. I cannot enforce it. I don't suppose anybody

can enforce it.

A Well, I will say this much, judge, there ought to be something done about that.

Q I am not talking about that.

A Either have them cut it out or something.

Q Why certainly they ought to cut it out. I will agree with you. Go just as far as you wish in this agreement, and I believe if I put the proposition to these superintendents, they will agree with you too. What they will do I don't know. Williams hasn't any right to go nagging around because he wears a union button, not a bit of it, nor the other men haven't any right. I haven't any right and they haven't any right to carry guns there. Williams hasn't any right, if he is bringing up men, to only take fellows who have not a button on. I will go with you that far. I would not be doing my duty if, when the facts are made plain to me and the company would not act, if the facts are made plain to them, and I don't understand there has been very much said to them about it, and yet those things must be taken up with the superintendents ordinarily before they come to me, I believe we can get along.

I believe we can get along on those propositions. If you don't succeed in proving it satisfactorily that they have done those things, they will be expected to walk pretty carefully in the future and see to it -- if they care for their jobs at least -- see to it that they don't do anything that isn't fair and upright in dealing with men, union or non-union. Now what you said to me may be construed into a statement that unless this and that is done, this shop is not going to run, it's going to quit. Well, if they do, they will have to get others some way or other. We are not up to that proposition now. The truth is they ought not to quit under any circumstances as a body. They ought not to quit under any circumstances, but we will take care of the complaints as best we can, and if they are proved we will act accordingly.

I hadd rather hoped that in this administration now for about a year and a half the things that have taken place had inspired at least a little confidence in both parties, that they would get anyway a fair

degree of justice. I cannot contract for exact justice. Nobody can do that. Only the Lord can do that, they say. Now, I had hoped I had inspired confidence enough in these men on both sides that they wouldn't take the law into their own hands, but they would live up to the bargain they made. I didn't make it. If I don't do the job satisfactorily, get someone else. I wish the day were already here when there were someone else in the job, for after all when you come to the end, some person or some set of persons has to decide these things where there are disputes.

Now, I have talked a good deal to all of you here. I don't know whether I have said anything or not. But I have tried to explain to you the way I feel about it, and I think as a proposition the reason I think you pretty near agree with me, of course men that cannot understand the language, you cannot talk with them, might say, "Well, we will go out anyway," act like a firebrand there and secure the result and go off without any reason or direction, and think that the first thing to do is quit. Now, there is a mistake. That doesn't

get them anywhere, unless there is not any other remedy. I am not questioning the right to strike. That is not involved here. But the question is one of bargain, one of honor, one of good faith. If the contract is not in good faith, there hadn't any office ought to touch it, Murphy ought not to ask you to go back, and these men ought not to ask you to be bound by it. None of us ought to touch it if it is not an honorable undertaking. If it is an honorable undertaking on all hands we ought to have the honor to live up to it.

Are you looking for any trouble tomorrow with your people?

A I never look for trouble.

Q No, no. It comes without looking for it. But you have been chosen by these men, you know.

A I have not heard anything -- as yet.

Q It would hardly do to say that 147 of the 150 men are getting together and doing all these things, and if you see men they have chosen for their representatives don't know anything about it until the 147 come up to you and say, "We are going to quit," and you are simply

channels to convey information to the boss, and say "These men have quit. What are you going to do about it?" That is not human nature.

A We have not heard anything as yet. I don't think there will be a walkout tomorrow.

Q But you have quit. That is all right. I am not trying to punish anyone, if I could. But we ought to know something about the future. We ought to be able to lookahead as far as our nose is anyway, if they are not too long, and know something, for both the man and the employers. The men ought to have the same assurance as well as the employers. I don't know but what I have talked enough. Any questions ?

MR. JOHNSTONE: Q: If the union men on that floor were looking for trouble, about how long would it take them to run the non-union men out of that plant altogether ?

A About five minutes.

Q And one of the reasons you don't do that is because the non union-- the union officials are telling you to leave them alone ?

A That is just the reason we leave them alone.

THE ARBITRATOR: Germany thought she could run the world for a little while, too.

MR. CONDON: What do you mean by"running them out?" physically, you mean, kick them out?

A Yes.

Q What do you think would happen to you if you did it?

A Well, in my opinion, if it would come that far, which I don't think it will come that far, I wouldn't care what they did to me.

MR. JOHNSTONE: You said you were afraid. Individually you are not afraid of any non-union man?

A Who is afraid? Who?

Q I said you didn't mean to convey that impression.

MR. MEYER: Nobody is afraid of a non-union man is he?

A Not this man.

Q Any of these 147 fellows, are they afraid of them?

A There is about four up there that are just about as good as I am.

MR. MEYER: Mr. Johnstone just asked you if the officials didn't tell you not to have trouble, you would run these fellows out there, you said.

MR. JOHNSTONE: I didn't ask him any such question.

MR. MEYER: I heard what you asked. If the union officials didn't tell you not to have any trouble out there and you wanted to have trouble you could run them out in five minutes, couldn't you?

A No, we wouldn't start it as long as the union office told us not.

Q But if you did, you wouldn't have any trouble?

A Why should a man have trouble?

THE ARBITRATOR: I am afraid this discussion is rather hypothetical anyway.

MR. MEYER: Well, I was just wondering what it was that scared these gentlemen so much as to make them quit. They said they quit because they were scared of them, this abuse. Ixx

A I will tell you right now why they got scared. These 147, I don't know just how many men is on that floor, and I don't know -- just fifteen non-union men up there, these here fellows, these non-union men are working when our backs are turned to the gang, while we are breaking legs or anything, and we don't know when we are going to get it from the

rear.

MR. MEYER: Q Nor do they, do they?

A We never gave it to them from the rear.

Q Did they ever give it to you from the rear?

A They did once, but they got it back.

Q When?

A That was not in the packing house, too.

Q No. It was outside the packing house. You would like to have a talk with them outside the packing house now, wouldn't you?

A Easy.

Q Or any of these fellows?

A I will say so.

Q But you don't get a chance, do you?

A I wouldn't start no trouble.

Q They don't go near you outside the plant?

A They know what is good for them.

Q If they came near you outside the packing house, you would get after them good and hard, wouldn't you?

A No.

MR. CONDON: Q You are not afraid of them, are you?

A Why should we be afraid of them? We haven't done them no harm.

Q Then you are not afraid?

A No.

Q Gun or no gun?

A Keep them guns away.

THE ARBITRATOR: About this stooping over, you all work with knives, don't you?

A No, not all, the majority does.

Q So anything they might do in the way of stabbing you in the back they might do with implements they are working with, mightn't they?

A What do you mean?

Q They are working on the killing floor, these thirteen certain men, they work on the killing floor, don't they?

A Yes.

Q They work with knives more or less?

A The majority do. There is quite a few that do not.

Q Half of these thirteen work with knives, don't they?

A Yes.

Q So if they were going to stab you in the back they would be quite a likely to do that with a knife, wouldn't they?

A Surely they would.

Q Well, you don't want to take away from them the implements of their trade, do you? They have got to have knives. I don't know whether they have any knives in their shoes.

A I say when a man is wearing a six inch skinning knife he has to wear it when he is working. That is the only time he has to work it. There is a fellow up there pulling cattle that doesn't do no work with a knife. What is the idea of him carrying it?

Q That's another proposition.

A That is Dave.

MR. MEYER: Who is that that does that?

A Pulling cattle. I showed it to Bedford and this other fellow. I said "See that."

THE ARBITRATOR: Where did he have his knife?

A Right alongside of him where we kill canners.

Q On the floor?

A On the floor.

Q Pulling cattle, I don't know what that is, cutting the heads off?

A No, he is using a pole to hook off the cattle.

MR. CONDON: Did you ever have a knife before?

A Never used a knife.

Q Did he ever carry one before?

A Just noticed it here lately.

Q How long did you notice it?

A I just noticed it two weeks. I thought maybe he was a cutter. But he has still got it alongside of him. He don't need no knife.

Q Have you been afraid of him this two weeks?

A I never speak to the man.

Q Have you been afraid of him at all?

A Why should I be? I ain't got no trouble with him.

THE ARBITRATOR: That is not his proposition. His proposition is here is a workman who has no occasion to carry a butcher knife who is doing it. I don't know whether it is a practice or not. Now that may be an improper thing to do. I don't know.

A I don't see why he should carry a knife if he is a butcher.

Q Nor a revolver under any circumstances?

A We were told on the floor a man is not supposed

to cut in unless he gets permission from the foreman.

Q You mean if you want to get in on some of their job ?

A On some of their job.

A recess was here taken at 5:35 P.M. until 9:00 O'clock A.M., June 21st.

--ooo--

June 21st, 1919.

9:00 o'clock a. m.

Met pursuant to adjournment.

Present: As Before.

R O B E R T B E D F O R D,

was recalled and testified further as follows:

DIRECT EXAMINATION
By Mr. Johnstone.

Q I would like you to explain to the judge the case of that man that was stabbed by a non-union man on the floor of Wilson & Company. What happened? Tell the whole story as you understand it.

A Why, your Honor, the day that this happened this man was on the floor that had been working there and from no cause or reason whatsoever that we could see he started to abuse him, the union man, running down the union.

THE ARBITRATOR: Did you see that?

A Seen and heard it.

Q Started to abuse him doesn't mean anything to me, for I don't know what he said?

A He used language that could not be used in

public.

Q Any language can be used here that is the truth?

MR. JOHNSTONE: Tell the judge exactly what he said.

A Well, he started to say, "God damn that union. Anybody that is in the union ain't no godd, a lot of bastards,"and this and that, and he went on, and nobody said nothing to him. Of course, we reasoned among ourselves, "No, don't say anything to him. Leave him go. He is trying to start something."

THE ARBITRATOR: Q On the floor?

A Yes, where we were working. And he particularly chose this man that he hit and myself and another man that is not working there now, called us damn fools, and to make an expression, if you will excuse me, he said, "You are nothing but a lot of white folks' niggers, or you wouldn't be wearing that button." So we didn't say nothing, passed him up, shook our heads at each other every time he named anybody. So this one man he kept picking on, that kept on all morning. He went to dinner and came back and started to work. He was worse than ever. He began to get personal, and so one or two of the men spoke

to him, one or two non-union men. He said, "God damn it, don't talk to me. I know what I do. I get my orders from the office what I do." And he called Mr. Frazee names, and so it went on, and this boy finally says to him after he had touched him and called him a black son-of-a-bitch or something.

THE ARBITRATOR: This union or non-union boy?

A This non-union man and he says to him, "Wilson, I thought you was a Christian man. I am not doing anything to you. You claim to be a church man, and using that kind of language to me. I ain't doing anything to you." "God damn you, you better not do anything to me." Now, when this happened I am standing about eight feet away, working on the next cattle to Charlie. He was on one side and he on the other. So Charlie says, "All right. I am not going to try and do anything to you. Especially I am not going to fight on this floor. If you want to see me, see me outside." And at that Wilson went around and hit him with his fist and when he hit him with his fist, Charlie staggered, and as he started to straighten up, Wilson leaned over and got a pritch iron and hit him right across here (indicating) and

he fell about within five feet of the other side, and after he had hit him, then he ran up to him and picked him up and said, "I didn't mean to hurt you, I didn't mean to kill you," and all that, and we picked him up, and he was unconscious, and carried him down to the doctor's office, and he didn't speak when I left him. I carried him down and put him on the table and he didn't come to yet. So Wilson went down to the doctor's office and after he laid him on the table he thought he was dead. He went out of the doctor's office and ran back to the dressing room to get his clothes, and I called one of the officers of Wilson & Company and said, "Why don't you get that man and lock him up?" He says, "Why, what is the trouble?" I says, "Don't mind now. Get the man and we will explain the trouble." So the officer called him back, and took him back into the doctor's office, and they sent us boys who carried him down back to our work. So the outcome of it was Wilson was locked up and Charlie was sent to the bridewell hospital and he laid out there a good while.

Q To the bridewell hospital?

A Yes, sir. Mr. Johnstone was looking after the case, and from their report I heard he had a hard time getting him out of the bridewell hospital, and he finally got him out and sent him to the Provident Hospital. He was in the hospital nine weeks. So I was summoned upon the trial, and when the case was called --

Q Before whom?

A Before the plaintiff, Charlie.

Q Before what judge or court?

A I don't remember the court.

Q Some police court?

A 48th Street.

Q A municipal judge?

A Municipal judge. I was a witness at the case. The day the trial came up I informed the foreman that I had to leave the shop at eight o'clock. I went to work that morning, told him I was going to the trial and would be back as soon as the trial was over. He said, "If you go off this floor and go to any trial, you won't have any job when you get back." I says, "Well, Mr. Young, I am subpoenaed

on the case, and I don't think the company would uphold a man in knocking a man out." So he says, "Well, if you go, you won't have any job when you get back." "I says, "Well, I don't care, I am going and we will see about the job afterwards." So me and several of the other boys went to the trial, and there was an officer from Wilson's out at the court when we got there, one of Wilson's employees, officers. So he got out on the corner and he balled us out.

Q What do you mean by "balling out?" I never heard that expression before.

A He wanted to know what kind of men we were to get up there and appear against the company and make it bad for the company. He said, "I will see you fellows are not on that job any more."

Q The police officer?

A One of the company's officers, and we told him, "Is the company upholding Wilson beating men to death?" He said, "If you appear in court, you won't have no job." So we said we were going to appear and so we went up in the courtroom and had the trial. Now, Wilson I know has no more money to pay out than I do, and he got fifteen dollars and costs, and was out five minutes

afterwards, and on the way home --

Q Did you testify?

A Yes, sir, I did testify.

Q And was there a jury trial or just before the judge?

A Just before the judge.

Q Do you know the judge's name?

A I don't remember his name. So on the way back to the plant this officer got on the car at the same time and he told one of the other men that appeared for this non-union man, they were both on the car, going back to the plant, and we were on the same car, and he didn't say to us what he said to this non-union man, "Well, never mind, they will not have no job. I will see to that."

Q You heard him say that?

A I heard him with my own ears. I was as close to him as this man here when he said it. So we went on back to work and there was nothing said, but the next day the timekeeper came up on the floor, and he said to me, "You are Bedford, aren't you?" I said, "Yes." He says, "You appeared at the trial yesterday?" I says, "Yes." He says, "What business have you to mention Ferris' name at that trial?"

I said, "Well, Mr. Timekeeper, I was under oath to tell the truth, and Mr. Ferris' name was mentioned by Wilson on this cattle floor and I certainly told what Wilson had said and as he mentioned Ferris' name I mentioned it, told the judge just what was said." I says, "Why, is there any harm in that?" and just then like that, and he turned around and walked away. I thought probably they were going to give me my time, but they thought better of it apparently.

Q Nobody was discharged?

A No.

Q Did you all testify?

A We all testified.

Q And what became of this man Wilson ?

A Well, he was fined fifteen dollars and costs, and got right out. He didn't go behind the bars.

Q Of course if hewas fined and paid it he did not have to go behind the bars.

A He came back to the plant, and after he came back he was around there for a day or two, so he wasnot hired.

Q Was he discharged ?

A I don't know, but he did not come back towork.

Q And he never has been back since ? A No.

Q Was that since I was appointed as administrator or before ?

A Not knowing exactly how long you have been administrator I couldn't say.

Q Well, I was appointed administrator in February, 1918, January or February, 1918 .

A Well, it was along just about that time.

MR. JOHNSTONE: It was while you wereappointed administrator ?

THE ARBITRATOR: Well, nothing was ever brought up to me about that that you know of ?

A Not that I know of.

Q Has that anything to do with the present strike

A What I wanted to show your honor was the attitude of the non-union towards the union men is the cause of the strike out there now. The attitude is the same as it was then now.

Q Well, there are a great many union men now, on that floor in proportion more than there were then, are there not ?

A Yes.

Q And we would think that the more union men there are-- or got to be in proportion, the less the general trouble would be, isn't that true ?

A It seems like it .

Q But if it is a matter of fact that the less non-union men there are there the greater proportion of the trouble and the greater the fear, at that rate if it was all non-union men the trouble would just begin ?

A No, sir. The less of the non-union men the worse they get, and the harder their leaders work to keep men out of the union and start trouble; they see the men are joining the union anyway and wont follow their leadership, and the harder they work and they make agitation to start.

Q I suppose the contest between union and non-union

if you would go back a number of years in these various shops, you could find some very sharp contests, sometimes one on top and sometimes the other. Was those things we tried to stop by this administration, and we had succeeded pretty well, I thought up to the last week or two. Now you and I arguing this matter is no use. Now, I cannot see how this occurrence fifteen or eighteen months ago-- you are not making any complaint against this man being kept as an employee, for he is not there. I don't know whether he left voluntarily or was discharged, it doesn't make any difference for this purpose, that I can see, but what I am trying to get at is the cause of the present condition of things and see if perhaps we can remedy it.

A A case of that kind Judge, goes to show the attitude of the company in protecting non-union men.

Q Is that the only case you can point out now ?

MR. JOHNSTONE: what about these six men?

A I guess it has been three months ago, they reduced the gang on the killing floor, and there were sixunion men, or seven union men rather, laid off,

with the understanding when the gang was increased they could come back to their jobs. Well, the gang was reduced I guess about a month when they started to increase and these union men were notified to come back to work on that Monday that they were to increase the gang. They came back to work, came in and changed their clothes,came up on the cattle floor ready for work,and the foreman told them that he didn't need anybody and sent them back down to go home. They hadn't left that floor over five minutes before from the employment office six non-union men came up and were put to work.

THE ARBITRATOR: New men ?

A New men that had never been on the cutting floor before, but they were non-union men.

Q What happened ? A The boys brought the case to me. I went to Mr.Rhodes. I went to the foreman first and he said, "Well, I cannot do anything about it. You will have to see Mr. Rhodes about that." I said,"Haven't you any jurisdiction over the hiring or anything at all of men you want ? " "No, you will have to see Mr. Rhodes." I said, "All right, will you call Rhodes up." So he called Mr. Rhodes and I went to Mr. Rhodes and I explained the case to him and he said, "Well, I haven't anything to do with that. Them men were sent up from the em-

ployment office." "Well," I said, "Couldn't you instruct the men in the employment office to put these men back on the job. They have been on the job for over a year. They started here when you couldn't get non-union men to come in. They were at the ammunition plants making eight dollars a day, and these men struggled here at $3.75 for a day's work. Now, when you have plenty of men you put them out and put these men in their place. It is not fair."

I went to the employment office and seen Mr. Cheeks, and Mr. Cheeks told me, „Well, your foremandidn't say he wanted these men back. If he had said he wanted these men back he could have had them. But as he didn't say he wanted them back, I didn't send them up." I said, "It's awful then, it is the boss that did it, the foreman." He said,"Yes." I went down and saw the foreman and he said, "Well, it is out of my hands now. It is in Mr. Rhodes' hands. I cannot go over his head.„ Well, I went to see Mr. Rhodes again and explained to him what Mr. Cheeks said at the employment office and he said, wellk he said, "I ain't going to have them men. I have got the six men that I want and they are going to stay on the job.„ I said, "Is that your final word?" He said,"Yes." I said, "Well, I will have to go down andsee Mr. Williams

then". He said, "Go ahead, go as far as you like." I said, "All right," and turned and started out of the office, and Mr. Rhodes in some way beat me to the place, and when I got there he was talking with Mr. Williams.

Q What is you mean this Mr. Williams, the assistant superintendent ? A Yes. When I got to the office, he was standing over Mr. Williams at the desk taking to him, and I stopped at the railing, not going inwithout permission, and instead of their callingme in Mr. Rhodes came back to me, and said, "How many men have you got down there?" I said, "Why there is six or seven". Then he said, "Go on down, it is all right. We will put them back to work." I said, "All right then." He went on down with me and it was then about eleven o'clock and the men had all gone home but one. They had got tired of waiting around for this job. So one man he took him up and put him on the job and told Adam Young to discharge one of them other fellows, and the other five or six of them haven't come back.

Q Didn't you tell them to come back ?

A I couldn't find out where they there at to notify them.

Q Have they ever complained ?

A I think they went to the Hall with the case, I don't know.

Q Where is that ? A I think they reported at the Hall, I could not say.

Q You know that is a violation of the agreement on the part of the company, on that state of facts ? These men have their rights. Assuming that all these-- all there is to itis what you say ?

A Yes,sir.

Q And they are entitled to come back ?

A Yes,sir.

Q And if they would not put them back and you came to me would it have been my duty to put them back, to order them put back at least, and if I did not do that, I would not be doing my duty. You understand that, don't you ?

A I do, yes,sir.

Q You do not think that would give reason for a strike, do you, until at least you had pursued all your remedies ? A Yes. I went as far as I could.

THE ARBITRATOR: I would have been very glad if those men were kicking about it, or anybody else was kicking about it to me, and men wanted those jobs.

I would have been very glad to say to these men, "You put these men back and give thesbeck pay from the timethey reported to work". I would have been very glad to have done that. I don't know whether they would have obeyed me, or not, but I don't think they have disobeyed so far any specific orders. So while that is not right, if you have a proper understanding of the fact, while that is not right, and such things are not right,and ought not to be done, while the object of thisadministration is to straighten out these things without any strike and walk-outs, you understand that, don't you ?

A Yes,sir, I do.

Q And as a representative of the men, arenst you willing to follow these remedies as long as you can, unless you find out the people are cheating you out of your rights, that I or somebody else is not giving you a fair deal, and is cheating you out of your rights. I wonder whether you fellows would not be willing to follow the remedies that your leaders have adopted, agreed on ?

A Certainly.

Q That is all I am trying to find out,and all I

I am trying to be assured so that your union will be safe from the charge that it does not live up to its contract. That is all I want. I want to save all sides from that charge, that they do, you do not live up to your contract by compelling both sides to live up to their contract if they get a chance.

But if you don't give me a chance, you understand I cannot do it, don't you ?

A Yes.

MR. CONDON' Q: What were the names of these men, that you say were denied employment ?

A One of them-- I don't know the other, his name was Burke.

Q How long ago did this happen ? A About three months ago.

Q Had not you seen those men at any time at the union meeting ? A No, once or twice probably.

Q Did you at that time tell them they could get their jobs back if they went ?

A I did, yes, sir.

Q Did they apply for them ? A Yes, sir. I have passed them several times at the gate, and theynever

came up on the floor. If they had come out and let me know they were out there and didn't get their jobs I would have interceded for them. But I have seen them on my way home from work, they would be standing there, and once I stopped and asked, "Why, didn't you wait that morning?" And he said, "Well, we waited until eleven o'clock and as we needed work wewent away."

Q Was he working the day you talked to him ?

A No. he came back for a job. He had worked some place for a while and then came back.

Q Thelast time you saw him was he working or not ?

A This particular one was not. He was waiting for a job at this gate.

Q Did you see if you could do anything ?

A I said, "If you don't get anything, come up and letme know."

Q Have you heard fromhim since ? A I did not.

Q Do you know his name ? A I do not.

Q Do you know the names of any of them ?

A The only one that I knew his name, was Burke,and he was the one that went back to work that morning .

Q Were the other men colored men ? A Every one of them.

Q How long had you known him?

A Since he had been working on the floor .

Q How long had that been? A Probably nine to twelve months.

Q Did you not think it strange,-- don't you think it is strange that you do not remember any of their names except Burke being brothers in the union ?

A There is a thousand members,more than a thousand members. I don't remember their names.

Q How many men on your floor ? AThat belong to the union ?

Q Yes, at that time.

A The majority of them. I cannot say approximately.

Q One hundred or two hundred ? A white and colored there is probably one hundred and thirty-five or one hundred and forty.

Q You were the steward over those men?

A Yes,sir.

Q Did you put down their names, or anything of that kind ? A Yes,sir.

Q How did you know they were down there that morning for work ? A The morning I took up the case with them?

Q Yes. A They were up on the floor and came up-